

AGREEMENT  
between

KINGSTON BOARD OF  
EDUCATION

and the

KINGSTON EDUCATION  
ASSOCIATION/TCBA  
MEA/NEA

79080  
08.31.2009  
MEA  
EX

August 31, 2007 - August 31, 2009

## TABLE OF CONTENTS

ARTICLE I - RECOGNITION .....	2
ARTICLE II – TEACHER RIGHTS .....	2
ARTICLE II(A) – TEACHER RESPONSIBILITY .....	5
ARTICLE III – PROFESSIONAL COMPENSATION .....	7
ARTICLE IV – WORKING HOURS .....	8
ARTICLE V – TEACHING LOADS AND ASSIGNMENTS .....	9
ARTICLE VI – TEACHING CONDITIONS .....	10
ARTICLE VII – VACANCIES, PROMOTIONS AND TRANSFERS .....	13
ARTICLE VIII – SICK LEAVE AND PERSONAL LEAVE .....	14
ARTICLE IX – LEAVE OF ABSENCE .....	16
ARTICLE X – TEACHER EVALUATION .....	18
ARTICLE XI – PROTECTION OF TEACHER .....	19
ARTICLE XII – NEGOTIATION PROCEDURES .....	20
ARTICLE XIII – GRIEVANCE PROCEDURE .....	21
ARTICLE XIV – MANAGEMENT RIGHTS CLAUSE .....	24
ARTICLE XV - CERTIFICATION .....	25
ARTICLE XVI – EXTRA-CURRICULAR ACTIVITIES .....	26
ARTICLE XVII – REDUCTION IN PERSONNEL & ANNEXATION, .....	26
CONSOLIDATION OR OTHER REORGANIZATION .....	26
ARTICLE XVIII – MISCELLANEOUS PROVISIONS .....	29
ARTICLE XIX – SCHOOL COUNSELORS .....	32
ARTICLE XX – SALARY SCHEDULE .....	32
ARTICLE XXI – NO STRIKE CLAUSE .....	34
ARTICLE XXII - INSURANCE .....	34
ARTICLE XXIII – DURATION OF AGREEMENT .....	36
SCHEDULE A-1 .....	37
EXTRA PAY FOR EXTRA DUTIES .....	37
KINGSTON SCHOOL CALENDAR .....	40

## **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Tri-County Bargaining Association, hereinafter referred to as the "Association," as the exclusive bargaining representative, as defined in Act 336 of Public Acts of 1947 for the Kingston certified teaching staff under contract, including the position of librarian and counselor, if they are certified teachers, and excluding all other school employees.
- B. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this Article pursuant to the conditions of this Agreement.
- C. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of "teacher" as used in this Agreement.
- D. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association, except as required by law, for the duration of this Agreement.
- E. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

## **ARTICLE II – TEACHER RIGHTS**

- A. Every teacher shall have the right to organize, join and support the Association. The Board and the Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or non-participation in any activities of the Association or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Association, and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to standard application procedures and scheduling by the Administration of the building.
- D. The Board agrees to furnish to the Association, in response to specific requests, all available public information that will assist the Association in developing intelligent, accurate, informed and constructive bargaining proposals.
- E. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board by September 30, an assignment authorizing deduction of professional dues in the Association. Pursuant to such authorization the Board shall deduct equal amounts from each pay period for such dues beginning in October and ending in May. The amount of dues deducted for teachers as outlined in this Article shall be the same for each teacher.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, requested amounts for approved annuities and/or the Educational Employees Credit Union. The Board will disburse annuity deductions in keeping with the guideline established between the Board and the carrier; however, Credit Union deductions will be disbursed the Monday following the pay period.

- F. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, so long as he is not convicted of a felony.
- G. All communications obtained by a teacher, from a student or parent, in the course of his professional duties and deemed by the student or parent to be of confidential nature shall not, except with the consent of the student or parent, be disclosed to anyone other than the Administration unless such disclosure has been determined to be required by law. The violation of this section shall be considered cause for discipline or dismissal.
- H. Bulletin boards in the teachers' lounges and other established media or communication shall be made available to the Association and its members for official organization materials, but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the Administration.

- I. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a legally permissible Service Fee to the MEA pursuant to the MEA's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The teacher may authorize payroll deductions for such fee in the same manner as provided in Section E. of this Article. The Association shall inform the Board of the amount so established on or before October 1 of each year. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the Service Fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.
  1. The procedure in all cases on non-payment of the Service Fees shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he is delinquent in not tendering the Service Fee, specifying the current amount of the delinquency, and warning him that unless the delinquent Service Fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he shall be reported to the Board and a deduction of the Service Fee shall be made from his salary.
    - b. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that \_\_\_\_\_ (teacher's name) \_\_\_\_\_ has failed to tender the periodic Service Fee required as a condition of employment under this Agreement and demands that said teacher be dismissed by the Board of Education.
  2. With respect to Association Dues deducted by the Board pursuant to this Article, the Board agrees to disburse said sums by the 5th of the following month to the Association.
  3. In the event that any member of the bargaining unit commences any type of legal action against the Board of Education as a result of the Board of Education's implementation of the dues deduction or Service Fee deduction, the Tri-County Bargaining Association

will save the Board harmless from any and all types of financial loss or cost which it may incur due to implementing this particular paragraph. This shall include, but not be limited to, attorneys' fees, court costs, fines, back pay, unemployment compensation, etc.

- J. The provisions of this Agreement shall be applied to all employees covered by this Agreement without discrimination as to race, color, religion, sex, age, marital status, or national origin.

### **ARTICLE II(A) – TEACHER RESPONSIBILITY**

- A. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may congregate during normal school day hours. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms and their lounge or office area.
- B. Teachers shall be held accountable for school materials, equipment and facilities assigned to them.
- C. The teacher's position shall not be privileged as to his responsibility statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- D. It is expected that student-teacher relations will be those of the adult-to-youth both during and outside regular school hours. Dating between teacher and students and other activities where less than adult-to-youth relationship is observed is detrimental to the school and all parties concerned, and is forbidden.
- E. A report of any accident to a teacher or a student must be filed with the Superintendent of Schools or his designated representative the day of the accident on the forms provided for that purpose.
- F. In emergency situations, teachers may be asked to substitute during their conference period. Teachers substituting during his/her conference period will be paid \$6.00 per fifteen (15) minute blocks. The Administration will attempt to hold conference period substitution to a minimum and a teacher will be required to substitute only when no volunteers are available. The Administration will do everything possible to equalize the required substitutions when more than one teacher is available in a class period. Teachers will not be asked to substitute during IEPC meetings.

- G. It shall be a requirement of employment that all teachers have a general outline of their lesson plan books that project ahead one (1) week and a detailed outline that projects ahead one (1) day.
- H. In addition to teaching, the work day will be used by teachers for:
1. Planning and preparing for classes.
  2. Evaluating pupil progress.
  3. Reporting evaluations of pupil progress to the school administration and to parents of the children when they teach, at appropriate times, during the year.
  4. Furnishing essential reports and information as required.
- I. Teachers are expected, upon assignment of Administration, to participate in school activities such as the following:
1. Attendance at faculty meetings.
  2. Attendance at in-service training sessions.
  3. Participating in system-wide committees.
  4. Parent-teacher conferences.
- Personal business days will not be allowed on these days. A teacher calling in sick will be excused from these activities without a loss in pay.
- J. It is understood that the teacher preparation period is subject to the total school program and, as a result, such things as testing programs, emergency class needs, and assemblies, may, from time to time, be substituted for things such as preparation; conferences with parents, teachers or administrators; and special assistance to students. Preparation time shall not be used or spent on any unconnected or non-school activity.
- K. Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.
- L. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understandings of purposes and procedures, and encourage its involvement and support.
- M. Teachers will not leave their buildings during working hours without the consent of the building principal or his designated representative.
- N. The building principal may call for a morning staff meeting beginning one half hour before the regular school day once a semester.

**ARTICLE III – PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a yearly teaching contract. In determining pay or deductions, the amount shall be determined by multiplying the number of duty hours times the number of work days and dividing the product into the teacher's base salary to find the hourly rate. The teacher's daily rate shall be determined by dividing the number of work days into his base salary.
- C. If a teacher shall teach more than the normal teaching load as set forth in Article IV, he shall be paid additional compensation at his hourly rate for each teaching period in excess of such norms (as defined in Article IV) except when substituting under terms of Article VIII, F.
- D. The school calendars for the current contract are set forth in Schedule B which is attached to and incorporated in this Agreement. Both parties agree alignment with the Tuscola County calendar is important for continuity of students' schedules.
- E. A teacher engaged during the school day in any professional grievance negotiations, when scheduled by the Administration, and when a substitute for his class is available, may be released from regular duties without loss of pay.
- F. When teacher's absences from work are not covered by the applicable sections of Article VIII (Sick Leave) or Article IX (Leave of Absence), deductions from said teacher's salary shall be made according to the following formula.

Step 1            Total contracted wage divided by the actual number of teacher work days equals average daily rate.

Step 2            Average daily rate multiplied by the number of fractions of days absent equals total deductions to be made.

Sample:	Contracted Salary	\$28,500.00
	Number of teacher work days	183
	Daily rate (rate divided by 183)	155.74
	Number of days absent	4 days
	Deduction: 4 x 155.74	622.96



- G. Teachers participating in Board approved professional development activities during the summer shall be compensated at the substitute teacher rate minus any stipend paid by the sponsoring organization. If the stipend is greater than current substitute pay, teachers will receive the stipend.

#### **ARTICLE IV – WORKING HOURS**

- A. The maximum pupil school day shall consist of six (6) hours and forty (40) minutes in length including a lunch period for secondary students and six (6) hours and fifty-five (55) minutes for elementary students which shall include a fifteen (15) minute recess. A teacher's work day shall begin no later than fifteen (15) minutes before the pupils' regular school day and shall end no earlier than fifteen (15) minutes after the close of the pupils' regular day. Teachers in the high school and the elementary school will be scheduled to teach not more than 326 minutes for high school and 323 minutes for elementary school per day of teaching time. Changes for art, physical education, and music at the elementary level will be considered when they are returned to the curriculum. Preparation periods which total a minimum of forty-seven (47) minutes are to be served during the pupils' regular school day, as described earlier in this Article. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

The schedule of those teachers with duties in both the elementary and the senior high school shall be mutually agreed to by the elementary principal and the high school principal. When building programs require a change in the teachers' schedule, the teachers shall receive notice as far in advance as practical.

- B. Assignments shall be entitled to a duty-free, uninterrupted lunch period. The lunch period will normally be thirty (30) minutes in duration. Teachers will be allowed to eat in a separate room.
- C. Teachers will be at their place of duty five (5) minutes before the first class in the morning and in the afternoon.
- D. At the beginning of the fall semester, each student and teacher in the high school and students in grades 3-6 inclusive in the elementary school receive a handbook which shall include rules and information necessary to the student.

- E. 1. There may be one (1) regularly scheduled faculty meeting per month.

Special meeting may be called by the Administration at any time for all of the building faculty for no longer than thirty (30) minutes after the teacher's usual leaving time, but no more than once a week; but never on a Friday or the day school is dismissed for a vacation, or during the same week in which a released time meeting is held.

#### **ARTICLE V – TEACHING LOADS AND ASSIGNMENTS**

- A. Each teacher in the Junior and Senior High School shall be assigned a preparation period (during which they will not be assigned to any other duties.) However, should the Administration schedule a modular time schedule, team teaching program with large group-small group instruction, or block time program, the teacher's preparation period may be figured on a different basis as long as the intent is to provide teachers with preparation periods equally distributed throughout the teaching year. The Administration will make an effort to provide a balanced and reasonable teacher-pupil ratio and limiting the number of preparation to four for secondary teachers based on program, student interest, and teacher certification. If the number of preparations exceeds five (5) for the school year, the teacher will be paid a \$300 stipend (Elementary and Special Education and elementary/secondary shared teachers excluded).
- B. Assignments shall be made at the discretion of the Administration and will meet the requirements of the State of Michigan for certification and Federal No Child Left Behind (NCLB) language. The Kingston Education Association and the Kingston Board of Education agree that: this law required that teachers be "highly qualified" and further agree that teachers in the Kingston Schools will become and remain "highly qualified" as set forth in the federal and state guidelines. It is further agreed that all reasonable attempts will be made to place teachers in positions for which they are "highly qualified." It is further agreed that the placement of "highly qualified" teachers will follow their ranking on the seniority list. The administration agrees that the aforementioned will be completed without significantly disrupting the education of the students.
- C. Teachers who will be affected by a change in grade assignments in elementary grades and by a change in subject assignments in the secondary school will be consulted and notified by their principal. A tentative schedule will be set up and the teachers notified by the last day of school. The principal shall complete a schedule and send copies to the staff members by August 15 of the current year or no later than one (1) week after all positions have been filled. The Association recognizes that

such schedules are tentative and may be subject to change. If conditions which impact on staffing assignments change, such as, but not limited to, enrollment, leaves, revenue, termination, etc., assignments may be changed.

- D. Any teacher providing instructional or other services to a handicapped student in a regular education classroom shall be invited, in writing, to participate in the individual education planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Employer, the members may choose not to do so.
- E. Should a medically fragile student be placed in a regular classroom and require medical attention which would necessitate special training or certification, either party may notify the other that it wishes to negotiate.

#### **ARTICLE VI – TEACHING CONDITIONS**

- A. Both parties agree that the availability of proper school facilities for both students and teachers, and well-trained, competent teachers for students is the goal of both the Association and the Board. It is recognized that the duty of the teacher is to teach, and the school day will be organized to schedule the teacher into situations, both formal and informal, to that end.
- B. Teachers shall be hired to teach. They shall not be offered a contract to drive students as part of their teaching load, although nothing in this Agreement shall deprive a teacher of driving a school bus as an extra job as long as he complies with regulations covering that position as determined by the Board, the Department of Education and the Legislature.
- C. Teaching supplies shall be ordered by the Administration so they may reasonably be expected to be available for the teachers' use at the beginning of the fall semester. Each teacher shall fill out a request for such supplies as they feel they will need. Teachers new to the system may submit a request for supplies in September or the first month of their hire, if other than September. Supplies will be ordered when approved by the building principal and in keeping with the general operating budget. Teachers will be given a budget amount before ordering and asked to rank supplies based on order of priority. Supplies exceeding the budgeted amount may be denied by their supervisor.
- D. Graveled or black-topped parking facilities shall be provided for teachers on school premises or on other property as arranged by the Board and the owner of such off-school property.

E. Telephone facilities shall be made available for teachers at both buildings for local calls, for appropriate school use and personal emergencies. Personal long distance calls are not to be made on school phones at school expense. All long-distance calls for school purposes are to be recorded by the caller in the office of the building principal.

F. The Board of Education agrees class size is an important aspect of an effective educational program. The goals are:

Kindergarten	23
Grades 1, 2 and 3	27
Grades 4, 5 and 6	29
Split	25
Grades 7-12	33
PE	40

Should these goals be exceeded in any quarter (calculated on the second Friday of each quarter), elementary teachers will receive a \$60 stipend and secondary teachers will receive a \$40 stipend. When the number of students exceeds 36, the stipend will be \$80 per quarter for grades 7-12 classes.

G. The Board shall make available a faculty staff room in both buildings. Teachers will not use the staff room except before school, at noon, after school, or during their preparation/conference periods only. Each staff room shall be furnished with lounge furniture.

H. Cost of laundering school-owned items will be assumed by the Board of Education, and the decision as to whether they should be laundered will be made by the Administration.

I. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, national origin, name, or school record of their parents, and to maintain full equality of educational opportunity to all pupils residing in the school district who can benefit from attendance in the public school system of Kingston Community School District.

J. The teachers recognize that their responsibility to their profession requires that they perform duties beyond their classroom assignment. This includes supervision within the school building during school hours, extra-curricular activities, and student functions other than those listed in extra pay for extra duties, and may require time beyond their normal work day. Any decision made hereunder shall be voluntary and made jointly by the Board and the teacher involved. If through posting of these positions, volunteers

are not available for all the positions listed in the "Extra Pay for Extra Duties Schedule", then the Administration shall have the right to select necessary individuals. Selection of class advisors may be accomplished on a rotating basis. (Example: A teacher may become class advisor for the 7th grade and follow through the 12th grade with the same class. Such teacher would then go to the bottom of the rotation list.) The Association shall be represented when the decision is made, and any teacher asked to perform these duties shall be paid in accordance with provisions in "Extra Pay for Extra Duties Schedule".

Class advisors shall be selected from teachers in the building housing the grade(s) to be supervised.

- K. All money shall be counted and receipted at the time it is turned in to the office. Building principals may find it necessary to have money turned in at a designated time each day.
- L. When, in the opinion of the teaching staff, decided by vote, that conditions are unsuitable for teaching because of lack of water or heat for an extended time, not less than two (2) hours, teachers and students will be dismissed, and the day shall be made up at the conclusion of the second semester at no extra cost to the District for salary.
- M. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. If more than five (5) Act of God days are incurred, the Superintendent may request (weather conditions permitting) that teachers report to their respective buildings by 1:00 p.m. on any additional Act of God days incurred. Teachers are to be notified by 10:00 a.m. if their presence is requested at school that day. In the event of an Act of God day, a teacher who had previously requested the use of the day for illness or personal business will not be penalized and teachers on jury duty will not be required to forfeit their fees for that day.
- N. Should a teacher, while on a Board-approved educational field trip, be detained because of reasons beyond his control, and consequently, be late or absent from a scheduled teaching assignment, the time loss will not be deducted from sick leave or personal business days, and no pay will be forfeited as long as the teacher continues to exercise supervisory control over his group.
- O. When, as determined by the Board, a teacher's duties regularly involve hazards to their personal clothing such as damage or due to chemicals, dust, wood, metal chips, or molten metal, the Board shall furnish

specialized clothing in the quantity and style as deemed appropriate by the Board. Teachers so provided shall use reasonable discretion as to the wearing of protective clothing when engaged in instruction which may be hazardous to personal clothing. Should a decision be made to purchase such specialized clothing, suggestions will be sought from the teacher.

- P. A specific area will be made available for high school teachers to work during their conference period, separate from the teachers' lounge.
- Q. A specific area will be made available for the athletic director and assistant athletic director in which to work during his/her assigned period, separate from the teachers' lounge or an administrative office, and shall also include the installation of a telephone.

#### **ARTICLE VII – VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever any teaching or administrative vacancy, which requires teaching certification, shall occur in the District, the Board will publicize the same posting in every school building and by giving written notice of such vacancy to the KEA President. No vacancy shall be filled permanently for at least fourteen (14) calendar days from the date of posting such notice by the Board.
- B. The Board shall establish qualifications for such positions and the Board shall be the sole arbiter of the qualifications of all applications for these positions. In filling vacancies, the Board shall strive to place the applicant with the highest qualifications for the position. Present Kingston employees shall be given preference, if their qualifications are equal, to candidates from outside the District.\*

\* Qualified in this section shall be defined as it is in Article XVII, B, paragraphs 2a, 2b, and 2c.

- C. All seniority is lost when employment is severed by resignation, or discharge for cause or transferring to a non-bargaining unit position.
- D. The Board shall either re-appoint a person or post the extra-curricular position six (6) weeks after the end of the activity. Six (6) weeks after the position is filled, the Board shall either re-appoint or post any assistant positions. The Board shall cause a list of extra-curricular positions to be presented by May 15 to staff members, and spring sports by June 30. All teachers may apply for extra-curricular positions. Continuing tenure shall not apply to an annual assignment of extra-duty for extra pay.

**ARTICLE VIII – SICK LEAVE AND PERSONAL LEAVE**

A. At the beginning of the school year each employee shall be credited with eleven (11) sick leave days. The unused portion shall accumulate from year to year to a maximum accumulation of ninety (90) days. For teachers employed during the summer in teaching positions, sick leave will accumulate one (1) day's leave time for each four (4) weeks worked. Of the eleven (11) days, nine (9) may be used for personal illness or illness in the immediate family. Two (2) of the eleven (11) may be used for personal business. No personal business days may be used the last work day preceding a school holiday, the first work day following a school holiday or to extend a holiday or vacation; and sick leave days used for these days must be confirmed by a doctor's statement stating the employee was too ill to work.

1. In the case of extreme and unusual illness, the Board and Association may set up a committee of not more than three (3) members each for the purpose of establishing a bank of sick leave days to be used by a teacher with extreme or unusual illness.
2. The Board and Association Committee would have the authority to approve a sick leave bank up to a maximum of forty-five (45) sick leave days subject to the following:
  - a. Such days are accrued by voluntary donations of sick leave days from individual teachers.
  - b. Teachers volunteering must fill out a signed form verifying their intention to contribute.
  - c. The maximum number of days awarded in any one school year shall not exceed forty-five (45).
  - d. The payment of donated days shall be at the applicant's per diem rate.
  - e. The payment will terminate at the point the involved teacher is eligible for long-term disability, worker's compensation or any other payments from any source, except personally paid insurance.

B. The teacher may take a maximum of three (3) working days per death in the immediate family up to and including the day of internment. Immediate family shall include spouse, parents, children, or brother or sisters of the employee.

The teacher may take a maximum of two (2) working days per death of other close relatives up to and including the day of interment. Close relatives shall include spouse's parents, brothers or sisters of the spouse,

grandparents of the employee or spouse, and any other relative or non-relative living or making his home in the household of the employee.

- C. Each teacher will be supplied with the total number of his/her unused sick days at the beginning of each semester. Teachers may donate unused sick days to another member of the association provided that member has used all of his/her sick days. The donation of sick days is strictly voluntary.
- D. In case of death, any unused sick leave shall be paid in a lump sum to the survivor named by the teacher or teacher's estate. Such payment shall be computed by multiplying the number of unused sick days times the teacher's daily rate of pay at the time of death.
- E. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial matter shall be paid his full salary for such time spent on jury duty or giving testimony, and shall pay any amount paid for his duties as juror or witness to the school district except for jury duty after school hours.
- F. The Board shall provide at no cost to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The Association shall pay the cost of the substitute.
- G. Teachers shall be granted two (2) personal business days from the eleven (11) listed in Section A of this Article. Any unused personal business day shall roll over to the teacher's accumulated sick leave.
- H. Although the Board, by payment of the premiums required for the insurance protection, as stated in Article XXII, shall be relieved from all liability with respect to the benefits and coverage provided, and disputes between employees and the insurance company are not subject to the Grievance Procedure established in this Agreement, the Board agrees to present the policyholder's complaints to the insurance carrier in order to satisfactorily resolve any disputes over benefits and coverages.
- I. When the sick leave days and the personal business days are exhausted, the teacher shall receive no further remuneration until resuming work. During the time away from work, the Board shall continue to pay health and dental insurance premiums, but the teacher will not be eligible for any fringe benefits.
- J. Sick days: Sick days accumulated in excess of 90, payment would be at 80% of sub pay, to be paid at the end of the school year.



Sick day 0-90

Sick days accumulated from 0 to the 90 cap would be paid, on a minimum of 15 consecutive years of service to the District and only at retirement from the Michigan Public School Employee Retirement System at the following rate:

0 - 9	=	\$0
10 - 20	=	\$550.
21 - 30	=	\$825.
31 - 40	=	\$1,100.
41 - 50	=	\$1,375.
51 - 60	=	\$1,650.
61 - 70	=	\$1,925.
71 - 80	=	\$2,200.
81 - 90	=	\$2,500.

#### ARTICLE IX – LEAVE OF ABSENCE

- A. Requests for leave of absence shall be submitted, in writing, to the Superintendent at least ten (10) days prior to the effective leave date. The Superintendent shall submit such request to the Board of Education at the next regular meeting following the date of application. The Board may vote to grant or not to grant such leaves if they determine the granting to be in the best interest of the school district. Leaves may be granted for the following reasons:
1. Illness
  2. Military service, if drafted.
  3. Full-time attendance at a college or university to fulfill requirements of an advance degree or changing certification.
  4. Other personal reasons approved by the Board of Education.
- B. A teacher who is unable to teach because of personal illness or disability, and who is receiving compensation under the terms of Article VIII, shall not be eligible for an unpaid leave of absence, but shall return to a position they are certified and qualified for when the physician who has treated him/her during the illness shall determine he/she is physically able to return to work.
- C. A teacher who is unable to teach because of personal illness or disability and who is not receiving compensation under the terms of Article VIII may be granted a leave of absence during such illness or disability up to one (1) school year. The Board shall re-employ such teacher, provided he remains qualified and certificated, returning from an approved leave of

absence at the beginning of a school year or at mid-year of the school if a job position for which he is qualified and certificated is vacant.

- D. A military leave of absence shall be granted to any teacher who shall be inducted in any branch of the Armed Forces of the United States. A teacher on military leave without pay shall accumulate seniority on the salary schedule as though he had been teaching in the system. Such teacher shall be returned to a teaching position, for which he is certified and qualified, at the completion of his military service.
- E. A teacher granted a leave of absence to work full-time on an advanced degree or to complete work to change a certification, if granted by the Board, shall return to a teaching position for which he is certified and qualified.

After a teacher has taught in this District for six (6) consecutive years he may request a year's leave of absence at one-half (1/2) of his last salary. Should the leave be granted, the teacher agrees to return to a teaching position for which he is certified and qualified for at least two (2) years following the leave. The Board may approve or disapprove granting the leave.

F. Child Care Leave

- 1. A leave of absence without pay may be granted for up to two (2) years for the purpose of child care.
- 2. No teacher granted such a leave shall be guaranteed a return to their original position, but assurance will be made that they will be granted first consideration for a comparable or the same position as was held when the leave was granted.

G. Leaves shall also be granted in accordance with the Federal Family and Medical Leave Act of 1993.

H. The Board retains the prerogative to extend leaves or to grant leaves for reasons not covered in this Article, or elsewhere in the Master Agreement, when such leave would be in the best interest of the school system.

I. Unless specifically worded otherwise:

- 1. All long-term leaves are made from the school system and not from a specific position therein.
- 2. Each teacher on leave of absence shall receive no pay or benefits on such leave.

3. Each teacher on leave shall receive no pay for holidays which occur during his leave.
- J. In the event that a reduction in force (lay off) is necessary, all requests for leaves on file shall be considered before layoffs are implemented.

### **ARTICLE X – TEACHER EVALUATION**

A. Definition of terms used in the Section on "Evaluation."

Evaluation - A formal written record signed by the administrator and teacher which is placed in the teacher's personnel file.

Observation - A class visitation of not less than fifteen (15) minutes for the purpose of gathering information.

B. Procedure:

1. The building administrator or immediate supervisor shall present a copy of the current "Evaluation of Teaching Performance" form to each teacher new to the system and shall, upon request, to those presently employed.
2. The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. No electronic device shall be used during the evaluation process without the consent of the teacher.
3. The performance of all teachers shall be evaluated in writing as follows:
  - a. Probationary teachers shall be evaluated not less than once per semester, based on at least two (2) classroom observations. The teacher and his/her principal will mutually agree upon dates and times of the observations. At least one (1) observation shall be during the first semester on or before December 1, and shall be recorded on a classroom visitation report.
  - b. For the purpose of professional growth, each teacher shall be given written information of the observation within two (2) weeks after an observation is made, indicating the areas of strengths and weaknesses as observed by the administrator.

- c. Tenure teachers shall be evaluated on the "Evaluation of Teacher Performance" form not less than once every school year, based in part, on classroom observation as stated in Paragraph 3 (a) above and other responsibilities.
- 4. A form will be developed by the Board of Education after providing the staff with an opportunity for input. The "Evaluation of Teacher Performance" form shall be discussed with the teacher as soon as possible. In the event the teacher does not agree, he may put his own evaluation in writing in the space provided on the form within fourteen (14) calendar days.
- 5. Each teacher shall have the right, upon his request, to review those contents of his own personnel folder, on file at the Board's main offices, which pertain to or are the result of any evaluation completed since the beginning date of his employment in the Kingston School System. Such records shall be made available in the office where such records are filed, and shall not be moved from said office.
- 6. The content of teacher evaluations shall not be subject to the Grievance Procedure.
- 7. After signing the evaluation to indicate review with the principal, the teacher shall receive a copy.
- C. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause.

#### **ARTICLE XI – PROTECTION OF TEACHER**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When problems occur, the teacher and the Administration shall seek the necessary help to resolve the problem.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or his designated representative. Prompt investigative action shall be taken by the administrator. In no case shall the student be returned to the classroom until the investigation has been completed.
- C. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all

necessary assistance in his defense except in case of gross negligence or the teacher failed to follow Board policies. Time lost by a teacher in connection with any such incident shall not be charged against the teacher except in the case of gross negligence or the teacher failed to follow Board Policy.

- D. Any complaints by a parent of a student or other children directed toward a teacher shall be promptly called to the teacher's attention, in writing, stating the nature of the complaint and the complainant if considered serious by the appropriate administrator. If written into the teacher's personnel file, it may be used as a basis for reprimanding a teacher.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- F. Whenever a teacher is to be reprimanded or disciplined, he shall be entitled to have the Association Representative present. The teacher shall be advised of this right and, if requested, no action shall be taken until the Association Representative is present. It is expected that each person shall treat the other with courtesy. Should either the teacher or the administrator feel the other is overwrought to the extent that a conversation would serve no good purpose, the meeting will be adjourned, and the Administration shall give the teacher and the Association Representative a written statement of the problem which led to the need for the meeting and the prescribed solution.
- G. Prior to his dismissal, a teacher shall be notified, in writing, stating the reasons for recommendation of such dismissal.

## **ARTICLE XII – NEGOTIATION PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. However, it is contemplated that matters not specifically covered by this Agreement could arise during the terms of this Agreement and be of such importance that both parties, by mutual consent, might agree to negotiate their solution. Nothing in this Article would force either party to reopen the Agreement for negotiations but nothing in this Agreement would prevent

both parties from mutually agreeing to reopen the Agreement to negotiate a specific matter.

- B. No later than March 31 or the expiration of this Agreement, the parties will begin negotiations for a new contract covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiator or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any lawful measure it may deem appropriate including the provisions of P.A. 112.

### ARTICLE XIII – GRIEVANCE PROCEDURE

- A. A grievance is a claim by a bargaining unit member or group of bargaining unit members that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. The following shall not be the basis of any grievance filed under the terms of this Article:
  - 1. The termination of service or failure to re-employ any probationary teacher.
  - 2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Sessions, of 1937, of Michigan as amended).
- B. Hearing Levels:
  - 1. Informal Level When a teacher believes he/she has a grievance, the affected bargaining unit member(s) shall, within seven (7) days of the occurrence, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association

may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result of the meeting, he/she may formalize the complaint in writing as provided hereafter.

2. Formal Level One If a grievance is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, a formalized grievance shall be submitted, in writing, to the supervisor within seven (7) days of the meeting at the Informal Level. The written form shall state the occurrence, date and time of the occurrence, the particular Article and section of this Agreement which may have been violated, and the requested remedy. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, meet with the grievant(s) and render a written decision. Copies of this decision shall be forwarded to the grievant(s) and the Association.
3. Formal Level Two If the grievant and the Association are not satisfied with the disposition of the grievance at Level One or if no disposition has been made within seven (7) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent. Within seven (7) days after the grievance has been so submitted, the Superintendent shall meet with the grievant(s) and Association and render a written decision within seven (7) days of the meeting. Copies of this decision shall be forwarded to the grievant(s) and the Association.
4. Formal Level Three If the grievant and the Association are not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within seven (7) days of receipt of the grievance, the grievance shall be transmitted to the Board of Education. Within seven (7) days after the grievance has been so submitted, the Board or its designee shall arrange to meet with the grievant(s) and the Association on the grievance within thirty (30) days. The Board or its designee, within seven (7) days after the conclusion of the meeting, shall render a written decision thereon with copies to the grievant(s) and the Association.
5. Formal Level Four A teacher or Association representative electing to submit the grievance to arbitration, must do so within 30 calendar days of receipt of the disposition from the Board. If the grievant and the Association are not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the established time period, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by

the American Arbitration Association, in accordance with its rules, which will likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and sections of this Agreement.

- a. The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales or change any salary rate.
- c. The arbitrator shall have no power to rule on the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- d. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- e. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction.

C. Miscellaneous

1. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
2. The terms "days," when used in this Article, shall mean calendar days. Time limits may be extended by mutual written agreement.
3. By mutual agreement, a grievance may be initiated at Formal Level Two.

D. No teacher may be represented by an officer, agent or other representative of any organization other than the Association at any stage of the grievance procedure.



- E. Forms for filing grievances will be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
- F. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- G. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- H. The failure of an administrator to communicate his decision to the Association within the specified time line shall permit the Association to proceed to the next step in the grievance procedure.

#### **ARTICLE XIV – MANAGEMENT RIGHTS CLAUSE**

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the Kingston School District.
  - 2. Continue its rights, policies and practices of assignment and direction of its personnel; determine the number of personnel, and schedule all the foregoing.
  - 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
  - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of

distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof of changes therein.

5. Determine the qualifications of employees, including physical conditions.
  6. Determine the policy affecting the selection, testing or training of employees.
  7. The Board shall continue to have the exclusive rights to establish, modify or change any conditions except those covered by provisions of the Master Agreement.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial right and authority.
- C. Listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any right of management not listed and specifically surrendered herein whether or not such right has been exercised by the Board in the past.

#### **ARTICLE XV - CERTIFICATION**

- A. No teacher shall be hired to teach who is not certified by the State of Michigan or is not considered "highly qualified" under NCLB to teach the subject or grade assignment as scheduled by the Superintendent.
- B. Individual contracts shall terminate if the holder's permit, provisional or permanent certificates expire and are not immediately renewed, or if the certificate is suspended or revoked by proper legal authorities and/or at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate permit, provisional or permanent certificate.

---

**ARTICLE XVI – EXTRA-CURRICULAR ACTIVITIES**

- A. All school facilities necessary to fulfill the needs of approved activities shall be made available to all school organizations when they are not being used for educational programs, scheduled previously for use by some other community group, or scheduled for cleaning, once the activity has received administrative approval.
- B. The Principal of the building shall schedule all activities in the building, and then only when he is satisfied as to the merit of the activities and that there will be suitable supervision of the members using the building facilities. All school functions and other use of school facilities shall be posted on a master schedule in the proper place in the administrative office of the building.
- C. Administrators and their secretaries are the only ones to list activities on the master schedule.
- D. All class activities shall be ok'd by sponsors in writing before the principal shall consider the activity for approval and scheduling.
- E. Sponsors of classes and other organizations shall assure the building principal that carefully selected chaperones in addition to the sponsor(s), in suitable number for the activity, will be present to maintain order and protect the building facilities, and to properly supervise students before the principal shall give approval for the event to be scheduled. After scheduling the event, it shall be the duty of the sponsor to be present or to find an adequate sponsor replacement acceptable to the principal.
- F. Should the building principal schedule an extra-curricular event on his own that requires chaperones it shall be his duty to find carefully selected chaperones in suitable number for the activity. Any teacher acting in such capacity shall be compensated in the amount of fifteen (\$15.00) dollars for chaperoning the event.

**ARTICLE XVII – REDUCTION IN PERSONNEL & ANNEXATION,  
CONSOLIDATION OR OTHER REORGANIZATION**

- A. In the event that this District shall be combined with one or more districts, the Board agrees without hesitation to follow the law concerning teacher contracts.
- B. Reduction of Personnel
  - 1. In the event that it is necessary to reduce the number of teachers the Board shall follow the procedure listed below:

- a. Teachers not holding a valid Michigan Teaching Certificate will be laid off first, provided there are fully certified teachers to replace the laid off teachers.
  - b. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Kingston Community School system will be laid off first, provided there are remaining fully certified teachers to replace the laid off teachers.
  - c. If further reduction is necessary, then tenured teachers with the least number of years of continuous teaching in the Kingston Community School system will be laid off first, provided there are fully certified teachers to replace the laid off teachers.
2. A fully certified teacher shall be defined as one who holds a valid Michigan Teaching Certificate in the appropriate subject area(s).
- a. For placement in a K-6 grade level position, a teacher must have elementary certification.
  - b. For placement in 7-8 grade level position, a teacher must:
    - (1) Meet those requirements for teaching in the subject areas; or
    - (2) Have a minimum of fifteen (15) semester hours in that subject area; or
    - (3) Have four (4) years of successful teaching experience in the present assignment which will allow the teacher to retain current assignment in 7th or 8th grade as long as he completes six (6) semester hours of study per year toward acquiring a minor in that subject area; or
    - (4) Have taught eight (8) years or more in a subject area in the District at the 7th or 8th grade level.
  - c. For placement in a 9-12 grade level position, a teacher must meet those requirements for teaching in the subject area.
  - d. A teacher who is certified for a position who possesses greater length of service than the teacher in the position

shall be placed in the position provided he meets the educational requirements.

3. By October 1 of each year, the Board and Association shall jointly prepare a list, in reverse order of length of service, of all teachers currently employed by the Board. The list shall include each teacher's current certification. Any change in a teacher's certification shall be on file by October 1 of the current school year to be considered for purposes of this Article. Should two or more teachers have the same date of initial contract, the following shall determine placement on said list.
  - a. Degree(s), and/or credit hours toward such degree(s), earned beyond BA or BS degrees.
  - b. Graduate credit hours not applied toward an advanced degree.
  - c. Non-graduate credit hours earned beyond BA or BS degrees.
  - d. If all factors are equal, a drawing shall be held to determine placement. The teachers involved and the Association shall be notified of the drawing in order that they may attend.
4. Length of service is defined as unbroken teaching service in the Kingston Community School system. Leaves of absence, with or without pay, and absence due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous service time.
5. Recall -- In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure, provided the teacher is certified and qualified for the position.
6. Length of service rights shall be lost by the teacher if the teacher does not return within ten (10) working days after notification when recalled from layoff.
7. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Agreement. However, such laid off teacher may continue insurance benefits by paying the monthly group rate premium for such benefits to the

Superintendent's office, subject to the rules and regulations of the carrier. All benefits shall be reinstated in full upon re-employment.

8. The Board shall give no less than thirty (30) days notice to the teacher being laid off.

#### **ARTICLE XVIII – MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to try to maintain an adequate list of substitute teachers. Teachers shall be informed of local telephone numbers they may call no fewer than 90 minutes before the start of the regular school day to report unavailability for work. Once a teacher has reported unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. The teacher may express a preference for a particular substitute, but the final choice of employing the substitute shall continue to reside with the Board.
- B. No polygraph or lie detector device shall be used in any investigation of a teacher.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms herein. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The terms of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All regularly employed teachers shall have free admission to all school activities as proof of interest in student's extra-curricular activities, to observe children in an informal situation other than a classroom setting, and to assist in the supervision of children.
- G. The Board will provide specialized teachers in the elementary and secondary school as the need arises and when recommended by the Superintendent. When such specialized teachers are added to the

elementary program, the Board will give great consideration to art, music, physical education, remedial reading and full time librarian.

- H. During recess, the elementary teachers will release the students outside to the care of an adult hired for that purpose, and teachers agree to remain in the building and be available during this period. In case of inclement weather, students will be supervised by teachers.
- I. Teachers planning to retire will submit to the Board a written notice of intention to retire at least sixty (60) days (calendar) prior to the date of retirement.
- J. At least once each semester, teachers will participate in a parent-teacher conference as scheduled in the school calendar.
- K. Teachers who violate the provisions of this Agreement by reporting late for work or leaving school early for lunch or at the end of the day shall forfeit pay for the time involved.
- L. Teachers shall remain in school during conference periods. They will not leave the building without the principal's or his agent's knowledge and consent. Teachers shall forfeit pay for the time away from the building without the administrator's prior permission.
- M. Teachers will not engage in Association activities during those hours when they are assigned to the classroom. Teachers who violate the provisions of this section shall forfeit pay for the time involved.
- N. Repeated violations of this Agreement by teachers shall be determined to constitute just cause as defined in the Tenure Act and violators may be suspended or dismissed.
- O. All conditions of employment as provided by contract or Board policy shall remain in effect unless modified by this Agreement.
- P. No vending machines shall be installed in any school building without the express consent of the building principal. In any event, permission may not be granted to any teacher organization other than the Association.
- Q. The Board will furnish to the Association the name, address, educational degree, certification, and prior teaching experience of all new teachers. This information will be given at the time that the new teacher signs a contract.
- R. All teachers hired new to the school system may be given partial or full credit on the salary schedule set forth in Schedule A for teaching

experience in any school district in the State of Michigan or other public school district requiring a Michigan Teaching Certificate or states with a reciprocal Agreement with Michigan, the equivalent certificate.

S. Pursuant to Public Act 244 of 1974, the Board shall continue to pay, on behalf of each teacher, the percentage required by the employee's contribution to Michigan Public School Employee's Retirement System and shall continue to pay for the duration of this Agreement.

T At the beginning of each school year, each probationary teacher new to the system shall be assigned by their respective principal a volunteer mentor teacher for the purpose of assisting and orienting them in their duties. Probationary teachers will be assigned a mentor teacher by the second week of each school year and the probationary teacher will have a mentor teacher as long as he/she remains on probation.

Mentor teachers shall be tenured teachers employed by the Kingston School District. The Association President will be sent a list of probationary teacher/teacher mentor pairings by September 15<sup>th</sup> of each school year. Duties of a mentor teacher would include: advise the probationary teacher on all educational and professional issues and, if requested by the probationary teacher, be present at all evaluation conferences.

U Any new rules, regulations, or other changes to the teacher handbook, issued by the Administration, shall be presented to the faculty, in writing, as far in advance of implementation as possible, but in no case less than two (2) school days prior to the effective date.

V. Teachers who must travel to another school within the District for the complete afternoon as part of their regular teaching schedule will be paid at the IRS rate for travel expense.

Should more than one teacher be so scheduled to travel to another school within the District, they will travel in one vehicle and expense money will be paid only to the driver.

If transportation is provided by the Board, whether or not it is used by the teacher, the expense money shall be forfeited.

The teacher shall inform the office personnel, when reporting for teaching duties, the means of transportation used, and a calendar for the year shall be maintained in the office.

The calendar, when approved by the principal, shall constitute claim for payment of travel expense.



Payment shall be made at the conclusion of the school year.

- W. Any School Improvement/Site-Based Decision Making Plan implemented by the Kingston Community Schools shall not violate the current collective bargaining agreement. Participation in any SIP shall be encouraged and non-participation shall not be used as criteria for discipline, or discharge.
- X. All junior high and senior high teachers will be responsible for submitting Weekly eligibility lists.

#### **ARTICLE XIX – SCHOOL COUNSELORS**

- A. A counselor shall not be assigned regular classroom teaching unless they are employed as counselors on a part-time basis. Neither shall counselors be assigned duties of attendance officers, or discipline responsibilities, as part of their normal duties.
- B. The Board further recognizes that counselors shall have the flexibility to arrange their schedules, if approved by the Administration, to permit their taking part in activities outside the school building which are in the interest of the students. Those activities shall include, but are not necessarily limited to: liaison activities with the community and social agencies as part of the referral process, vocational/educational guidance workshops, parental contact, and job and educational placement activities.
- C. The Board agrees to grant counselors all rights and privileges granted to all teachers by this Agreement except the provisions of Article IV and Article V providing for an assigned preparation period which shall not apply to counselors.

#### **ARTICLE XX – SALARY SCHEDULE**

- A. Definitions:
  - 1. A salary schedule is a printed statement of details stating specific dollar amounts for all steps appropriate to a given academic degree.
  - 2. A salary schedule step is a specific dollar amount for a single level of schedule.
  - 3. A year of service is a period of time equal to not more than a calendar year and not less than one hundred (100) working days

(whichever is the greater) in which a teacher was employed in a full time position covered by this Agreement.

**B. Placement on Appropriate Salary Schedule**

1. At the beginning of the school year, each teacher shall be placed on no more than one (1) salary schedule based on his/her highest academic degree and credit hour credentials on file in the Personnel Office as of the first day of the school year.
2. Each teacher who cannot have his credentials in the Personnel Office before the first day of the school year shall notify the Director of Personnel, in writing, of such conditions on or before the first day of school. Such teacher must submit the official credentials on or before September 20 of that year in order to be placed on the appropriate salary schedule. A teacher who earns additional credit hours during the first semester is to be placed on the appropriate salary schedule for the second semester provided he/she has notified the Personnel Office of such change prior to the beginning of the second semester and has submitted official credentials on or before February 20. Each teacher who does not follow the above procedure will forfeit the advanced salary schedule placement for that semester.
3. A salary schedule is found in Schedule A for each of the following earned academic degrees: Bachelor's, BA/BS+20, Master's or BA/BS+30 and MA/MS+20 or BA/BS+50. Courses taken which are not on a planned advanced degree program must be taken from an accredited college and be approved by a committee consisting of the Superintendent, building principal and one (1) colleague chosen by the teacher in order to be applied towards movement to the BA/BS+30 or BA/BS+50 rail.
4. Each salary schedule shall be deemed a separate entity, and the change from one salary schedule to another shall be a horizontal step movement in accordance with Section C below.

**C. Placement of Salary Schedule Step**

1. Placement on a salary schedule step within appropriate salary schedule for teachers who were on the last payroll of the first semester of the preceding school year (including the sabbatical leaves) shall be in accordance to the number of years of service granted them heretofore.

2. Each teacher in Section C (1) above and appointed for the current school year and who was not on the maximum salary step during the preceding school year shall move the next highest step within the appropriate salary schedule.
  3. Each teacher who was at the maximum step during the preceding year shall remain at the maximum step during the duration of the Agreement.
- D. The annual salaries of teachers are set forth in Schedule A for the current year. The salary schedule shall be paid in full for working the hours, days, and work load as defined in the Agreement.

### **ARTICLE XXI – NO STRIKE CLAUSE**

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

### **ARTICLE XXII - INSURANCE**

- A. The Board shall provide, without cost to the bargaining unit member MESSA Choices II Variation for a full twelve (12) month period and for the bargaining unit member and his/her entire family. The employer shall sign an Employer Participation Agreement.

Employees not electing MESSA Choices II Plan A, will select MESSA Choices II Plan B. Coverage of the MESSA Choices II Kingston Variation shall be:

Plan A	Plan B
LTD Plan 2: 60 calendar day modified fill	LTD Plan 2: 60 calendar day modified fill
\$2,500 monthly maximum	\$2,500 monthly maximum
Delta Dental Plan A006	Delta Dental Plan E007
75/60/70: \$1,200	80/80/80: \$1,300
Life - \$35,000 with AD&D	Life - \$35,000 with AD&D
Vision - VSP-2	Vision - VSP-3
Prescription Co-Pay \$10/\$20	

- B. Although the Board, by payment of the premiums required for the insurance protection stated above, shall be relieved for all liability with respect to the benefits and coverage provided, and disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement, the Board agrees to present the policy holder's complaints to the above-named insurance companies in order to satisfactorily resolve any dispute over benefits and coverage.
- C. The Board shall provide cash pursuant to an IRS Section 125 Plan to the bargaining unit member who chooses Plan B of the District's medical plans. The cash will be \$2,700 per year if 1-5 members choose this option, and the cash will be \$4,500 per year if 6 or more choose this option. Per IRS regulations, FICA taxes must be paid on this cash. Those taxes will be the responsibility of the bargaining unit member.
- D. For each year of the Agreement the bargaining unit agrees that in the event that MESSA Choices II Health Care premiums rise from 0 to 10% from the previous years' rate the Board will absorb the cost. A rise of 10.1% to 20% will be offset by the bargaining unit by reducing the negotiated percentage salary schedule increase by 0.5% for that year. A rise of 20.1% or higher will mean a reduction in the salary schedule of 0.75% from the negotiated percentage salary schedule increase that year.
- E. Enrollment dates for new employees shall be on September 1<sup>st</sup> or on the first day of the month following hire. Upon retirement or separation from the Kingston Community Schools, health coverage and all additional benefits will terminate on July 1<sup>st</sup> of the year.

**ARTICLE XXIII – DURATION OF AGREEMENT**

This Agreement shall be effective as of August 31, 2007 and shall continue in effect until the 31<sup>st</sup> of August, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

KINGSTON EDUCATION  
ASSOCIATION/TCBA/MEA/NEA

KINGSTON BOARD  
OF EDUCATION

Charles Harold T.C.P.A.  
President

David W. Koy

Shelley J. Bush  
Daniel W. Weyh

Joe M. Sen

Amy D. Katsch

Sheryl S. Diegel

5-2-07  
Date

4-24-07  
Date

**SCHEDULE A-1  
EXTRA PAY FOR EXTRA DUTIES  
2007-2009**

Athletic Director	10%
Assistant Athletic Director	5%
Varsity Football	10%
Assistant Varsity Football	7%
J.V. Football	7%
Assistant J.V. Football	5%
Jr. High Football	5%
Assistant Jr. High Football	4%
Varsity Basketball	10%
J.V. Basketball	7%
Freshman Basketball	5%
8th Grade Basketball	4%
7th Grade Basketball	4%
Varsity Baseball	7%
Assistant Varsity Baseball	4%
Assistant Girls' Softball	4% coincides with V-Baseball
Varsity Track *	8%

\*When the composition of the track team exceeds 15 boys & 15 girls then the team will be divided into two separate teams for boys and girls. The coach of each team would be paid at the 7% level.

Assistant Varsity Track	4%
Jr. High Track	5%
Cross Country	5%
Girls' Varsity Volleyball	6%
Girls' J.V. Volleyball	4%
Varsity Cheerleading	5%
J.V. Cheerleading	4%
Freshman Cheerleading	2%
Jr. High Cheerleading	3%
Girls' Softball	7%
Sr. Class Advisor (2)	\$400.00
Jr. Class Advisor (2)	\$400.00
10th Grade Advisor (2)	\$200.00
9th Grade Advisor (2)	\$200.00
8th Grade Advisor (2)	\$150.00
7th Grade Advisor (2)	\$150.00
Academic Games Coach	\$200.00
Head Band Director*	6%
Pep Band (at teacher's option)	2%
Summer Program (at teacher's option)	2%
Assistant Band Director	6%
Yearbook Advisor	5%

Quiz Bowl Coach	2% (Fall & Spring)
Junior High Quiz Bowl Coach	1%
School Play (Fall & Spring)	2% each play
Approved Clubs	\$50.00
Driver's Training	\$21.00/hr
Team Leaders/Department Coordinators	\$600.00

1. Athletic coaching positions will be compensated as follows: 0-3 years experience in the same Schedule A-1 position will be compensated at the corresponding percentage of step one in the first column of the salary schedule, 4-7 years experience in the same position will receive compensation on the third step of column one, and teachers with 8 or more years experience will receive compensation on the fifth step of column one. Beginning with the 2003-2004 school year all coaches will be compensated at the appropriate level of the base salary based on their level of experience.

All other Schedule A-1 positions calculated on a percentage basis will be compensated by the corresponding percentage of step one in the first column.

2. The duties set forth in this schedule shall continue to be bargaining unit work. However, in the event no unit member applies for or meets the qualifications set by the Board for the position, the Board may assign this extra duty to a qualified non-bargaining unit member.
3. Extra pay for extra duties shall apply only if and when the activities are assigned by the administration.

\* Must attend Solo-Ensemble and Band Festivals.

In the event the Athletic Director is a teacher, one (1) period a day will be scheduled to do the work of an Athletic Director in addition to the preparation period described in Article V-A. Should the work, incidental to the duties of the Athletic Director, necessitate extra work time during the school day, the Superintendent may hire a substitute, upon the principal's recommendation, for the teacher's classes and allow the work required by the Athletic Department to be done. The Athletic Director may, with the knowledge and consent of the principal, hire staff members to be in attendance at athletic events on those occasions when the Athletic Director will not be present.

No extra subsidy for special education except any teacher receiving such sum will continue to receive it as long as they continue employment. No new employee will receive it.

The Board reserves the right to place a person outside the unit on a higher step (maximum of two years/steps credit) of the BA track based on experience and coaching evaluations in the activity.



---

## KINGSTON SCHOOL CALENDAR

### Calendar to be determined

#### School Cancellations

In the event scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, the following procedures will apply:

1. In the event the District is required to make up such day(s) to receive State Aid payments, the day(s) will be rescheduled.
2. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
3. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix A.
4. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
5. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
  - a. Use his or her personal leave
  - b. Use his or her sick leave or
  - c. Apply for unpaid leave time.
6. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.
7. Beginning with the 1999-2000 school year, Michigan law will be followed regarding the number of student instruction days/hours and teacher work days/hours.

2% Increase  
2007-2008

STEP	BA	BA+20	MA or BA/BS + 30	MA + 20 or BA/BS +50
1	35112	35718	37854	38947
2	37439	38046	40196	41289
3	39761	40367	42541	43631
4	42091	42697	44881	45972
5	44414	45020	47200	48314
6	46740	47348	49565	50657
7	49063	49673	51908	52996
8	51393	51996	54250	55344
9	55447	56054	58327	59421
10	58237	58847	61282	62375

1.5%  
2008-2009

STEP	BA	BA + 20	MA or BA/BS + 30	MA + 20 or BA/BS + 50
1	35639	36254	38422	39530
2	38001	38617	40799	41909
3	40358	40973	43179	44285
4	42722	43337	45554	46661
5	45080	45695	47908	49038
6	47441	48058	50308	51417
7	49799	50418	52687	53791
8	52164	52776	55064	56174
9	56279	56895	59202	60313
10	59111	59730	62201	63311

Longevity:           Beginning the 12<sup>th</sup> year - \$500  
                          Beginning the 15<sup>th</sup> year - \$600 (\$100 over the 12<sup>th</sup> year)  
                          Beginning the 18<sup>th</sup> year - \$700 (\$100 over the 15<sup>th</sup> year)  
                          Beginning the 25<sup>th</sup> year - \$1,000 (\$300 over the 18<sup>th</sup> year)

The above schedules are based on 185 teacher work days. The Kingston Board of Education has the option of increasing the school year by one (1) additional day of instruction for the second and/or third year of the contract. If the Board exercises this option, the salary schedule shall be increased by an additional .55% per additional day beginning with the 186<sup>th</sup> teacher work day.