

# COLLECTIVE BARGAINING AGREEMENT

between

Kingston Community Schools

and

Kingston Education Association

2024 - 2027

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## **ARTICLE I - RECOGNITION**

- A. The Board recognizes Kingston Education Association/MEA/NEA, 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, including the positions of librarian, counselor, school liaison, social worker and excluding all other school employees and temporary substitutes who have served less than 150 consecutive days in one assignment.
- 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 including substitute teachers who have served in the same position for at least 150 consecutive days in direct employment of the District.

## **ARTICLE II – TEACHER RIGHTS**

- A. Every teacher shall have the right to organize, join and support the Association, or to refrain from said activities. 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 their membership or non-membership in the Association, their participation or non-participation in any activities of the Association or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status or membership in or association with the activities of the Association.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights they 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. 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.

- D. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, so long as it does not affect the operation or efficacy of the school or district.

### **ARTICLE III – ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for Association-related purposes, subject to standard application procedures and scheduling by the Administration of the building.
- B. 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.
- C. 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.
- D. The District shall provide to the Association the following information if available about a new bargaining unit employee within thirty (30) days of hire, and about all bargaining unit employees on request:
  - a. First, middle, and last name.
  - b. Department.
  - c. Classification.
  - d. Address of primary work location.
  - e. Home address. However, if the public employee's home address is a confidential address, the public employer shall not provide the home address of the public employee and shall instead provide the public employee's designated address.
  - f. Personal telephone number.
  - g. Personal email address.
  - h. Work email address.
  - i. Date of hire.
  - j. Employee identification number, if applicable.
  - k. Full-time or part-time employment status.
  - l. Wage.
- E. 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 is hired.
- F. The Board will notify the Association of any bargaining unit member placed on layoff, or whose employment has been terminated within ten (10) business days.
- G. The Association shall reimburse the district costs consistent with FOIA.

## ARTICLE IV – 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 their 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 the 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 their conference period will be paid \$30.00 per period. 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.
  - 5. Attend student-related meetings.

A student-related meeting may occur during teacher conference/preparation period. Administration will attempt to hold a student-related meeting during such periods to a minimum. Attendance by a teacher will be required only when no other time is available. When Administration requires attendance during a conference/preparation period, Administration will pay the teacher \$30 for each conference/preparation period used for the student-related meeting.

- 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, unless prior approval is received from the building administrator. 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, except as approved by the building administrator.
- 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 understanding of purposes and procedures, and encourage its involvement and support.
- M. Teachers will not leave their buildings during working hours without notifying the building principal or the 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 V – PROFESSIONAL COMPENSATION**

- A. Salaries 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 workdays 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 their base salary.
- C. If a teacher shall teach more than the normal teaching load as set forth in Article V, they shall be paid additional compensation at their hourly rate for each teaching period in excess of such norms (as defined in Article V) except when substituting under terms of Article III, F.

- D. The school calendars for the current contract are set forth in Schedule C 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 their 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 XIII (Sick Leave) or Article XIV (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                                  | \$40,000 |
| Number of teacher work days                        | 185      |
| Daily rate (Contracted Salary divided by 185 days) | \$216.22 |
| Number of days absent                              | 4        |
| Deduction: 4 x \$216.22 =                          | \$864.88 |
- 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 VI – WORKING HOURS

- A. Michigan law will be followed regarding the number of student instruction days/hours and teacher work days/hours.

The maximum pupil school day shall consist of six (6) hours and fifty (50) minutes in length including a lunch period for secondary students and seven (7) hours and five (5) 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 332 minutes per day of teaching time. Preparation periods which total a minimum of forty-eight (48) 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. As an alternative to a paperbound "hardcopy" handbook(s) the Student Handbook(s) may be posted on the district website.
- E. There may be one (1) regularly scheduled faculty meeting per month. A 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.
- F. 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 breakdowns, 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 Schedule C.
  - 4. Should a day be rescheduled and insufficient students attend to count as a day of instruction, teachers will not be obligated to attend a subsequent rescheduled day(s) without being paid at their daily rate.
  - 5. It is understood and agreed in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade their skills, the teacher may:
    - a. Use their personal leave
    - b. Use their 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.

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

- A. Each teacher in the District shall have a preparation period. If the number of preparations exceeds five (5) for a semester, the teacher will be paid \$150 per semester (Elementary, Special Education and Elementary/Secondary shared teachers excluded).
- B. 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 in writing by their principal two weeks prior to the first day of teacher professional development days, or as soon as practicable when the change becomes known.
- C. Any teacher providing instructional or other services to a student with special needs, an IEP, BIP or 504 students 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.
- D. 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.
- E. Should the presence of a special needs student or students require more attention than the teacher can provide without compromising the educational environment of the rest of the class, the teacher will request the administration provide additional support. The decision-making process will include the teacher and any additional personnel the administration deems necessary.

#### **ARTICLE VIII – 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 they comply 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 May 1st 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. The Board of Education agrees class size is an important aspect of an effective educational program. The goals are:

Kindergarten – 1st - 23

Grades 2 and 3 - 26

Grades 4, 5, and 6 - 28

Split 25

Grades 7-12 - 32

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.

F. 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.

G. 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.

H. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, religion, sex, sexual orientation, gender identity or expression, height, weight, familial status, 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.

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

J. 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.

K. 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.

L. 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 or epidemic. As a result of

technological advances and district's device purchases it is possible that school/instruction may be able to move forward when traditional face to face school/instruction is canceled as a result of inclement weather, epidemics, or other Acts of God. The Union and the Administration agree that should state law change to allow virtual/remote instruction days to count towards the required clock hours and day of instruction requirements, school/instruction may continue with teachers reporting to school and/or working remotely to continue the educational process without interruption, or without the need to add days to the end of the school year. 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.

- M. Should a teacher, while on a Board-approved educational field trip, be detained because of reasons beyond their 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 their group.
- N. 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.
- O. A specific area will be made available for high school teachers to work during their conference period, separate from the teachers' lounge.
- P. A specific area will be made available for the athletic director and assistant athletic director in which to work during their assigned period, separate from the teachers' lounge or an administrative office, and shall also include the installation of a telephone.

## **ARTICLE IX – TEACHER EVALUATION**

- A. A bargaining unit member teacher under Revised School Code 1249, or who is assigned to students in any grades K to 12 (including qualified preschool) as a teacher of record will be evaluated pursuant to the Danielson performance evaluation system, which is attached to this agreement as Appendix A. The District will measure student growth as 20% of the evaluation. 80% of the evaluation will utilize Domains 1-4 of the Danielson Model. Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
  - 1. a year-end evaluation process that meets statutory standards;
    - i. Shared teachers shall be notified at the beginning of the school year who will be responsible for conducting their year-end evaluation. In the event the evaluator changes, the teacher will be notified of the change as soon as possible.

- ii. A written year-end evaluation determination will be delivered at a meeting with the evaluating administrator, building representative (if requested by the member) and the teacher after receipt of year-end data used for evaluations for that year. The meeting will be scheduled prior to the last day of school. If the year-end evaluation cannot be completed, a non-probationary teacher will receive the same evaluation rating received the prior year for consecutive purposes.
- 2. an evaluation tool that incorporates components required by law, including:
  - i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
  - ii. the teacher's performance.
- 3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
  - i. all probationary teachers;
  - ii. teachers rated developing, needs support; or
  - iii. at the evaluator's discretion when performance deficiencies are noted.

The teacher and Administrator may mutually agree to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other extenuating circumstances that warrant eliminating that data.

B. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If a teacher is placed on an IDP, moves to a new assignment, or is subsequently rated below "effective" on a year-end evaluation, the teacher may in the District's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

C. Observations:

- 1. For teachers with a year-end evaluation rated as "developing" or "needing support" and probationary teachers there shall be at least 1 classroom observation of the teacher each marking period for the school year the teacher is being evaluated.
- 2. There shall be one (1) unscheduled observation each year for those teachers rated "developing" or "needing support" and probationary teachers.
- 3. Teachers with a scheduled observation will be made aware of the date of the observation at least two school days before the observation.
- 4. Observations shall be no less than twenty (20) consecutive minutes.

5. Teachers will receive feedback on an observation within fifteen (15) calendar days after the observation occurred.
6. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.
7. An alleged violation of this Article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives a rating of "needing support."
8. School counselors, school liaisons, and social workers will be evaluated pursuant to the Danielson performance evaluation system using cumulative student growth.
9. The Administration shall provide training to teachers on the evaluation system during professional development.
10. Unsubstantiated complaints shall not be used for annual teacher performance evaluations.

#### **ARTICLE X - SENIORITY**

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the employer shall prepare and distribute a seniority list. All teachers shall be ranked on the list in the order of their beginning date of employment since the most recent date of hire. The teacher's seniority date shall not precede the date of the teacher's permanent certification by the State of Michigan.
- B. The seniority list will be provided to teachers and to the Association. Challenges or revisions to the list must be filed by November 1 of that same year. Otherwise, the seniority list will be considered final for that school year. In the event of a timely challenge or requested revision, the Board and Association agree to mutually resolve the same as soon as reasonably practicable.
- C. Seniority is defined as years or fraction of years of unbroken in-district service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. The teacher's seniority date shall not precede the date of the teacher's certification. All bargaining unit employees shall be ranked on the list in the order of their hire date.
- D. In the circumstance of more than one individual teacher beginning work on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Board will notify the Association and employees so affected in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected bargaining unit employees and Association representatives to be in attendance.
- E. Seniority shall continue to accumulate when teachers are on military, study and parental leave.

- F. All Seniority is lost when employment is severed by resignation, retirement, discharge or transfer to a non-bargaining unit position for more than one (1) year. However, until recall rights expire or are otherwise terminated, seniority is retained (frozen) during layoff.
- G. The Board shall use the most recent final seniority list (inclusive of any new hires) when considering seniority for layoffs or recalls.

## **ARTICLE XI - VACANCIES, TRANSFERS, AND PLACEMENT**

- 1. In accordance with the terms of this Article, the Superintendent or designee decides placement decisions, when a vacancy exists, when a posting is made, and when a request for voluntary transfer is received.
- 2. Vacancies:  
Vacancies occurring within the bargaining unit, including any newly created positions, shall be provided via email to each bargaining unit employee with a copy of such posting to the Association. Such positions shall be posted for at least five (5) business days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the business office.
  - a. The most qualified internal applicant under Section 3 D of this Article shall be selected to fill the vacancy. An external candidate may be selected to fill the vacancy if no qualified existing internal applicant is available.
- 3. Voluntary Transfers:  
A teacher may request a voluntary transfer at any time by providing in writing to the business office the school, grade, and subject/position sought. A voluntary transfer is subject to the terms of this Article.
- 4. Consistent with Revised School Code Section 1248, teacher placement decisions, excluding school counselors, school liaisons, and social workers who are not subject to Revised School Code Section 1248, will be made by the Superintendent or designee in their discretion based on the following factors:
  - A. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses and grade levels.
  - B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, is determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
  - C. Teacher placement decisions must be made based on effectiveness criteria established by Revised School Code Section 1249.
  - D. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including but not limited to:

- i. Compliance with applicable state or federal law or regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - ii. Credentials needed for District, school, or program accreditation;
  - iii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - iv. Disciplinary record, if any;
  - v. Length of service in grade level(s) or subject area(s);
  - vi. Recency of relevant and comparable teaching assignments; or
  - vii. Any other reason that is not arbitrary or capricious.
- E. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other distinguishing factors are equal.
- F. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- G. 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 in writing by their principal at least two weeks before the first professional development day or as soon as practicable when the change becomes known.

## **ARTICLE XII - LAYOFF AND RECALL**

- A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing staff or that a reduction in staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the positions to be reduced.
- B. Reduction and recall decisions must be made based on teacher effectiveness criteria established in the Revised School Code Section 1249 and this Article. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the Superintendent's office, including but not limited to:
- i. Compliance with applicable state or federal law and regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - ii. Credentials needed for Employer, school, or program accreditation;

- iii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - iv. Disciplinary record, if any;
  - v. Length of service in a grade level(s) or subject area(s);
  - vi. Recency of relevant and comparable teaching assignments; or
  - vii. Any other reason that is not arbitrary or capricious.
- C. Teachers must provide the Employer with current information and documentation supporting the teacher's certification and qualifications.
- i. Reduction and recall decisions will be based on the teacher's certification and qualifications in the Employer's records at the time of the decision. A teacher's certification is the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.
  - ii. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  - iii. Failure to maintain current contact information may negatively affect the teacher's recall.
- D. Teacher reduction and recall decisions are made by formal Board action.
- E. When a reduction in force is contemplated, the district will, in consultation with the Association, communicate with the affected teacher. When a reduction in force has been determined to occur, the administration will notify the Association and the teacher. The Superintendent or designee will provide written notice at least thirty (30) calendar days in advance of the layoff or as soon as practicable after layoff is known.
- F. Teacher Recall Process
- i. A teacher is eligible for recall under this Article for 18 months from the date the Employer implemented the reduction in force.
  - ii. The Superintendent will first identify the grade level(s), academic level(s) or department(s) with a teaching vacancy.

- iii. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher to fill vacancies in accordance with this Article.
  - iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
    - a) Recalling the laid-off teacher who is certified and qualified for the vacancy if that teacher's most recent year end evaluation was at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
    - b) Posting the vacancy and considering all applicants if the Superintendent determines that the Employer's educational interests would be served and no teacher on layoff meets the certification and qualification requirements for the position.
  - v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
  - vi. A laid-off teacher who is recalled to an equivalent position to the one from which they were laid off and who does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing. If a teacher is under contract with another Michigan school district at the time of recall, the administration shall offer to permit the teacher to complete the current semester in progress at that district before reporting for duty. If the teacher does not accept this offer in writing within ten (10) calendar days, the teacher shall be deemed to have voluntarily quit.
- G. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with Article XXVI Insurance until the end of month following notice of layoff. After this time, a laid-off teacher will have the opportunity to continue insurance benefits in accordance with the carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

### **ARTICLE XIII – SICK LEAVE AND PERSONAL LEAVE**

- A. At the beginning of the school year each employee shall be credited with twelve (12) 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 (12) days, eight (8) may be used for personal illness or illness in the immediate family. Four (4) of the twelve (12) may be used for personal business. No personal business days may be used the last work day preceding Christmas & Spring break, the first work day following Christmas & Spring break and sick leave days used for these days must be confirmed by a doctor's statement stating the employee was too ill to work.

Immediate family shall include spouse, parents, children/grandchildren, or siblings of the employee or the employee's spouse.

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 applicants 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.
    - f. Employees shall be responsible for any personal tax consequences resulting from receiving or donating sick leave days.
- B. The teacher may take a maximum of five (5) working days per death in the immediate family (as defined in Article XIII, A) up to and including the day of internment. 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 grandparents, aunts, & uncles of the employee or spouse, and any other relative or non-relative living or making their home in the household of the employee.
- C. Each teacher will be able to view in the District's electronic system the total number of their 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 their sick days. The donation of sick days is strictly voluntary. Employees shall be responsible for any personal tax consequences resulting from receiving or donating sick leave days.
- D. In case of death, any accrued sick leave for the current school year 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 related to the Board shall be paid their full salary for such time spent on jury duty or giving testimony, and shall pay any amount paid for their 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 and the employee's retirement.
- G. Teachers shall be granted four (4) personal business days from the twelve (12) listed in Section A of this Article. Any unused personal business day shall roll over to the teacher's accumulated sick leave.
- H. When the sick leave days and the personal business days are exhausted, the teacher shall receive no further remuneration until resuming work.
- I. 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.

Sick days: Sick days accumulated in excess of 90, payment would be at 80% of sub pay, be paid at the end of the school year.

Sick days 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: Forty (\$40.00) dollars per unused sick day.

- J. It is the responsibility of the teacher to "create an absence" using the Board's current electronic submission system(s) within seven (7) days of absence.

#### **ARTICLE XIV – LEAVE OF ABSENCE**

- A. Requests for leave of absence shall be submitted, in writing, to the Superintendent at least sixty (60) days prior to the effective leave date. In the event of an unanticipated leave due to illness, a teacher will provide notice as soon as the request for leave is known. 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 advanced 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 X, 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 them during the illness shall determine they are 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 X may be granted a leave of absence during such illness or disability up to two (2) school years. The Board shall re-employ such teacher, when a job position for which they are 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 their military service.
- E. 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.
- F. Leaves shall also be granted in accordance with the Federal Family and Medical Leave Act of 1993. Paid leave, including worker's compensation leave, shall be concurrent with FMLA. The FMLA leave year shall be calculated on a rolling-backward basis, except for military caregiving leave which must be calculated on a rolling-forward basis by law. An eligible employee may take FMLA leave intermittently for serious health conditions, for the care of a family member with a serious health condition, and for military leaves. FMLA leave may not be taken intermittently for other reasons except as required by law. Notwithstanding the foregoing, eligible teachers may schedule and use up to eight (8) days of intermittent FMLA leave for new child placement and care. If an employee on their own volition does not return to work, he/she shall reimburse the employer the cost of insurance premiums paid. Employees returning from FMLA will be placed in their former position or an equivalent position.
- G. 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.
- H. 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 their leave.

## ARTICLE XV - DISCIPLINE AND DISCHARGE

- A. For teachers, and for tenured teachers consistent with the Teachers' Tenure Act, discipline may only be issued for reasons that are not arbitrary or capricious.
- B. The parties subscribe to the concept of progressive discipline as required by law. Disciplinary measures should include remedial training where appropriate. The district reserves the right to apply disciplinary measures consistent with the severity of the infraction. Probationary teachers cannot grieve discipline. Discipline will be in writing and placed in an individual's personnel file. Although the District reserves the right to apply disciplinary measures consistent with the severity of the infraction, generally, the following progression of discipline will be followed prior to the imposition of discipline on any employee of the bargaining unit. Discipline may include, but is not limited to:
  - 1. Written warning;
  - 2. Written reprimand;
  - 3. Suspension (paid or unpaid);
  - 4. Discharge;
  - 5. Financial penalty in accordance with Michigan law.

A teacher will continue to receive benefits during an unpaid suspension.

- C. Any specific complaint, which warrants investigation, toward a teacher shall be called to the teacher's attention and the complainant identified and the complaint specified. This term does not apply to the disclosure of student identity. An unsubstantiated complaint shall not be used as the basis for discipline.
- D. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.
- E. A bargaining unit employee may request Association representation for any meeting that may reasonably result in discipline.

## ARTICLE XVI – PERSONNEL FILE

- A. Each teacher shall have the right, upon request, to review and have a copy of those contents of their own personnel folder on file at the Board's main offices. Teachers may have a representative of the Association accompany them in such review.
- B. In addition to the evaluation, personnel files shall also contain:
  - 1. Teacher Certificates
  - 2. Transcript of Academic Records

Teachers shall have the opportunity to sign any other materials placed in the personnel file. Such signatures shall be understood to indicate their awareness of the material, but in no case, shall said signature be interpreted to mean agreement with the content of the material. If a teacher chooses not to sign material, such refusal will be noted. A teacher may provide a rebuttal of up to five pages on 8.5 by 11-inch paper that will be included with the material in the personnel file and will not prevent the material from being placed in the personnel file.

## ARTICLE XVII – PROTECTION OF TEACHERS

- 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.
1. The District will give teachers the opportunity to review and provide feedback regarding the student handbook contents through existing District committees.
  2. A teacher can suspend a student from class, subject, or activity for up to one school day for certain conduct as specified in the Code of Conduct. The teacher shall immediately send the student to the principal and specify the reason for the suspension as specified in the Student Code of Conduct.
- B. Any case of assault upon a teacher which had its inception in a school centered problem or arose out of the staff member's performance within the authority of the staff member's professional responsibilities at school or school sponsored functions shall be reported immediately to the principal, Superintendent, or the designated representative.
- Prompt investigative action shall be taken by the administrator. Corrective action, if deemed necessary, will be taken.
1. The teacher shall not be required to use personal leave time to attend required meetings with law enforcement or judicial authorities related to an assault against the teacher. In such circumstance, a teacher shall receive full compensation for time spent during the work day attending such meetings.
- C. If any teacher is sued by reason of disciplinary action taken by the teacher against a student while the teacher was acting within the scope of the teacher's authority, the Board will provide legal consultation and render all necessary assistance in their 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 litigation shall not be charged against the teacher except in the case of gross negligence or the teacher failed to follow Board Policy.
- D. In the event a complaint is brought to the administration by a parent of a student directed toward a teacher that may result in a teacher discipline, it shall be called to the teacher's attention within 15 days.

- 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. The district will reimburse a bargaining unit employee up to \$1,000.00 per school year for damages to or destruction or damage to the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while working on a school-sponsored activity, which was not caused by the negligence of the bargaining unit employee.

#### **ARTICLE XVIII – 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.

- 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 the Board of Education and 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.
- E. If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Manager may reject, modify or terminate the Agreement as provided by law. This clause is included in this agreement because it is legally required by state law.

#### **ARTICLE XIX – 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 or non-renew any 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).
3. Prohibited subjects of bargaining.
4. The content of evaluations of non-probationary teachers shall not be arbitrable except when receiving a rating of needing support.
5. The evaluation of a probationary teacher.

B. Hearing Levels:

1. Informal Level- When a teacher believes he/she has a grievance, the affected bargaining unit member(s) shall, within fourteen calendar (14) days of the occurrence, request a meeting with their 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 their immediate supervisor, a formalized grievance shall be submitted, in writing, to the supervisor within ten (10) working 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) working days of receipt of the grievance, the grievance shall be transmitted to the Superintendent. Within seven (7) working 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 grievance is not resolved at Level Two, or if no written response is made within ten (10) working days of such meeting the grievance will be submitted to the Michigan Employment Relations Commission ("MERC") for mediation. A copy of the filing will be provided to the Superintendent by the Association. If satisfactory resolution is achieved through mediation, the resolution

shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through written notification to the other party.

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 at mediation.

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 their 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 they have 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. Despite any American Arbitration Association rules to the contrary, the parties agree that 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 unless specified otherwise. 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 written agreement.
- 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 their decision to the Association within the specified time line shall permit the Association to proceed to the next step in the grievance procedure.

#### **ARTICLE XX – 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 Revised 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, and to establish provisions for health, safety, and first aid.
  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 rights 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 XXI – 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 they are 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 and/or online.
- C. Administrators and their secretaries are the only ones to list activities on the master schedule.
- D. All class activities shall be approved 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 their own that requires chaperones it shall be their duty to find carefully selected chaperones in suitable numbers for the activity. Any teacher acting in such capacity shall be compensated in the amount of thirty (\$30.00) dollars for chaperoning the event.

#### **ARTICLE XXII– MISCELLANEOUS PROVISIONS**

- A. No polygraph or lie detector device shall be used in any investigation of a teacher.
- B. 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.

- C. 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. Additionally, all current collective bargaining agreements are posted on line at the following web address. <https://secure.munetrix.com/n/Michigan/Schools/ER/Tuscola-ISD/District/Kingston-Community-School-District>
- D. 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.
- E. 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.
- F. During first recess at the elementary school teachers will release the students outside to the care of an adult hired for that purpose. In case of inclement weather, students will be supervised by said hired staff at the start of the teacher's lunch period.
- G. Teachers will participate in a parent-teacher conference as scheduled in the school calendar.
- H. Teachers will not engage in Association activities, excluding grievance and discipline meetings, during those hours when they are assigned to the classroom.
- I. 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.
- J. 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.

When hiring new teachers, the administration, after having consulted with the Association, shall have authority to offer compensation beyond that prescribed in the CBA in cases where there is a "critical shortage" of that particular teaching certification. The administration will notify the Association and provide its rationale for offering compensation beyond that prescribed in this Agreement. Additional compensation may come in the form of a higher starting salary and/or a signing bonus.

In the event that all options have been exhausted in filling vacant teaching positions with highly qualified certified personnel, the District can place candidates in Certification Residency programs into classroom positions. It is understood that the individuals who do not hold a state of Michigan teaching certificate, excluding an interim certificate if recognized by the Michigan Department of Education, will not be subject to Articles 13, 24 and 26 or Schedule A-1 of the current Collective Bargaining Agreements.

- K. 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

Employees Retirement System and shall continue to pay for the duration of this Agreement.

- L. At the beginning of each school year, each probationary teacher new to the system shall be assigned by their respective principal a 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. Each mentor teacher will be compensated based on Schedule A-1 Extra Pay for Extra Duties. 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 15th 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. Each mentor teacher will submit monthly reporting of mentoring activities to the building administrator.
- M. 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.
- N. 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 expenses. Should more than one teacher be 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 a claim for payment of travel expenses. Payment shall be made at the conclusion of the school year.
- O. Any School Improvement Plan implemented by the Kingston Community Schools shall not violate the current collective bargaining agreement. Participation in any school improvement activity during the regular school day is required by all staff members. Unpaid participation in school improvement activities outside the regular school is strictly voluntary.
- P. The district agrees in consultation with the Association to make an effort to ensure that the building implementation team is comprised of administrators and bargaining unit members that represent the lower and upper elementary and subject areas in the junior and senior high school.

#### **ARTICLE XXIII – SCHOOL COUNSELORS/SCHOOL LIAISONS/SOCIAL WORKERS**

- A. The Board further recognizes that counselor's/school liaisons/social workers 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.

- B. The Board agrees to grant counselors/school liaisons/social workers all rights and privileges granted to all teachers by this Agreement except the provisions of Article V and Article VI providing for an assigned preparation period which shall not apply to counselors.
- C. School counselor's/school liaisons/social workers will work an additional five (5) days beyond the regular teacher calendar.

## **ARTICLE XXIV – 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 the 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 their 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 their 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.
- C. 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 XXV – 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 XXVI - INSURANCE**

- A. The Board shall provide health insurance through a qualified plan for a full twelve (12) month period for the bargaining unit member and their entire family. Payment of premiums for such health insurance shall be prorated in accordance with the terms of this Agreement.

Employees not electing health insurance coverage will select a qualified ancillary pack.

All insurance benefits may be adjusted by mutual consent among the parties.

	Blue Cross Blue Shield – Plan 1	Blue Cross Blue Shield – Plan 2
Health Insurance	1600/3200 In-Network	2000/4000 In-Network
	3200/6400 Out-of-Network	4000/8000 Out-of-Network
Prescription	\$10/\$40/\$80	\$10/\$40/\$80
LTD	66.67% 60 Calendar Day Modified \$4000 Monthly Max	66.67% 60 Calendar Day Modified \$4000 Monthly Max
Dental	80/80/80/80 \$1000 Annual Max \$1200 Lifetime Max Ortho	80/80/80/80 \$1000 Annual Max \$1200 Lifetime Max Ortho
Life	\$35,000 with AD&D	\$35,000 with AD&D
Vision	VSP 3 Plus P 250CL	VSP 3 Plus P 250CL

- 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.
- C. The Board shall provide cash-in-lieu pursuant to an IRS Section 125 Plan to any bargaining unit member who chooses Plan B of the District's medical plans. For anyone who chooses this option, a payout of \$4,500 will be made each year. Bargaining unit members who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage outside of the Health Insurance Marketplace per the Affordable Care Act. The payment may be made to a 403b or paid directly to the member; however, per IRS regulations, FICA taxes must be paid if the latter option is selected. Those taxes will be the responsibility of the bargaining unit member. The Superintendent and the Kingston Education Association may negotiate the number contained in this clause on a year-to-year basis.
- D. Enrollment dates for new employees shall be on September 1st or on the first day of the month following hire.
- E. In accordance with PA 152 of 2011 (Publicly funded Health Insurance Contribution Act) Kingston Community Schools will pay the full amount designated as the "hard cap" by the state legislature for employee health insurance premiums. Any premium cost in excess of the cap will be the responsibility of the employee and paid through payroll deduction. If no hard caps exist, the contribution shall increase by the percentage increase in insurance costs from the previous year, up to 3%. This adjustment shall not continue beyond the expiration of the collective bargaining agreement. Any annual premium cost in excess of

those amounts for the respective coverage shall be recovered through the employee's payroll deduction. Money contributed by the district into an HSA account will be made on a per pay basis unless the employee is ineligible for an HSA or other insurance plan, in accordance with IRS publication 969.

- F. The Board will provide the above coverage and/or make payments of its share of insurance premiums for all eligible teachers so as to provide insurance coverage for a full twelve (12) month period or periods as the case may be, provided, however, that teachers leaving employment with the School District after the effective date of the policy and prior to the end of the then current school year will be covered only for the balance of the number of days remaining under the monthly premium payment, and provided further, that teachers on a leave of absence, other than sick leave and Medical Leave, which leave has been granted by the Board and extends for a period of more than thirty (30) calendar days, will also only be covered for the balance of the insurance premium month.

All teachers whether they have commenced employment at the beginning of the school year or during the school year, and who complete the then current school year but who have indicated they will not resume employment for the following school year will still receive coverage hereunder until August 31st following completion of their duties.

### ARTICLE XXVII – DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2024 and shall continue in effect through the 31st of August 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

KINGSTON EDUCATION ASSOCIATION

Sarah Lester  
KEA Representative

Amy Katsch  
KEA Representative

\_\_\_\_\_  
8/27/24  
Date

KINGSTON BOARD OF EDUCATION

Shona Vennery  
Superintendent

David Kof  
Board President

AR  
Board Secretary

8-26-24  
Date

SCHEDULE A  
Salary Schedule

2024-2025

Step	BA	BA+20	MA or BA +30	MA+20 or BA+50
1	40,000	41,000	43,000	44,000
2	41,000	42,000	44,000	45,000
3	43,250	44,250	46,250	47,250
4	45,500	46,500	48,500	49,500
5	47,750	48,750	50,750	51,750
6	50,000	51,000	53,000	54,000
7	52,250	53,250	55,250	56,250
8	54,500	55,500	57,500	58,500
9	56,750	57,750	59,750	60,750
10	59,000	60,000	62,000	63,000
11	61,250	62,250	64,250	65,250
12	63,500	64,500	66,500	67,500
13	65,750	66,750	68,750	69,750
14	68,000	69,000	71,000	72,000
15	70,250	71,250	73,250	74,250
16	72,000	73,000	75,000	76,000
Step 17-19	1,500.00			
Step 20-22	2,000.00			
Step 23+	2,500.00			

2025-2026 (2%)

Step	BA	BA+20	MA or BA +30	MA+20 or BA+50
1	41,000	42,025	44,075	44,880
2	41,820	42,840	44,880	46,125
3	44,115	45,135	47,175	48,431
4	46,410	47,430	49,470	50,738
5	48,705	49,725	51,765	53,044
6	51,000	52,020	54,060	55,350
7	53,295	54,315	56,355	57,656
8	55,590	56,610	58,650	59,963
9	57,885	58,905	60,945	62,269
10	60,180	61,200	63,240	64,575
11	62,475	63,495	65,535	66,881
12	64,770	65,790	67,830	69,188
13	67,065	68,085	70,125	71,494
14	69,360	70,380	72,420	73,800
15	71,655	72,675	74,715	76,106
16	73,440	74,460	76,500	77,900
Step 17-19	1,500.00			
Step 20-22	2,000.00			
Step 23+	2,500.00			

**2026-2027 (2%)**

Step	BA	BA+20	MA or BA +30	MA+20 or BA+50
1	42,025	43,076	45,177	46,002
2	42,656	43,697	45,778	47,048
3	44,997	46,038	48,119	49,400
4	47,338	48,379	50,459	51,752
5	49,679	50,720	52,800	54,105
6	52,020	53,060	55,141	56,457
7	54,361	55,401	57,482	58,809
8	56,702	57,742	59,823	61,162
9	59,043	60,083	62,164	63,514
10	61,384	62,424	64,505	65,867
11	63,725	64,765	66,846	68,219
12	66,065	67,106	69,187	70,571
13	68,406	69,447	71,528	72,924
14	70,747	71,788	73,868	75,276
15	73,088	74,129	76,209	77,628
16	74,909	75,949	78,030	79,458
Step 17-19	1,500.00			
Step 20-22	2,000.00			
Step 23+	2,500.00			

When an employee starts their seventeenth (17) year of service within the school district, he/she will also receive longevity pay which will equal \$65 for each year of service (as defined in Article XXIV), to a maximum of 30 years or \$1950.

For new hires, Kingston Community Schools will allow previous certified teaching experience in another school district to count towards "longevity pay" at a rate of 50%. (i.e., 2 years outside service, equals 1 year Kingston longevity) outside longevity service credits carry a 5-year maximum in Kingston longevity. (i.e., 10 years and beyond teaching experience outside of the district earns 5-years Kingston longevity).

Teachers will receive Merit pay based on evaluation scores, teachers receiving an evaluation score of "effective" will receive \$150.00 annually.

SCHEDULE B  
EXTRA PAY FOR EXTRA DUTIES

POSITION	PERCENTAGE	0 TO 3 YEARS	4 TO 7 YEARS	8+ YEARS
		\$40,000	\$45,500	\$54,500
AD	15	\$6000	\$6825	\$8175
V FOOTBALL	10	\$4000	\$4550	\$5450
ASST V FOOTBALL	7	\$2800	\$3185	\$3815
JV FOOTBALL	7	\$2800	\$3185	\$3815
ASST JV FOOTBALL	5	\$2000	\$2275	\$2725
JH FOOTBALL	5	\$2000	\$2275	\$2725
ASST JH FOOTBALL	4	\$1600	\$1820	\$2180
V BASKETBALL	10	\$4000	\$4550	\$5450
V ASST BASKETBALL	4	\$1600	\$1820	\$2180
JV BASKETBALL	7	\$2800	\$3185	\$3815
FRESHMAN BASKETBALL	5	\$2000	\$2275	\$2725
JH BASKETBALL	4	\$1600	\$1820	\$2180
V BASEBALL	7	\$2800	\$3185	\$3815
ASST BASEBALL	4	\$1600	\$1820	\$2180
V SOFTBALL	7	\$2800	\$3185	\$3815
ASST SOFTBALL	4	\$1600	\$1820	\$2180
V TRACK	8	\$3200	\$3640	\$4360
V TRACK 30+ 2 COACH	7	\$2800	\$3185	\$3815
ASST V TRACK	4	\$1600	\$1820	\$2180
JH TRACK	5	\$2000	\$2275	\$2725
CROSS COUNTRY	7	\$2800	\$3185	\$3815
JH/ELEM CROSS COUNTRY	4	\$1600	\$1820	\$2180
V VOLLEYBALL	8	\$3200	\$3640	\$4360
JV VOLLEYBALL	4	\$1600	\$1820	\$2180
JH VOLLEYBALL	3	\$1200	\$1365	\$1635
V CHEER	5	\$2000	\$2275	\$2725
JV CHEER	4	\$1600	\$1820	\$2180
FRESHMAN CHEER	2	\$800	\$910	\$1090
JH CHEER	3	\$1200	\$1365	\$1635
POWERLIFTING	3	\$1200	\$1365	\$1635
EQUESTRIAN	3	\$1200	\$1365	\$1635

POSITION	PERCENTAGE	0 TO 3 YEARS	4 TO 7 YEARS	8+ YEARS
HEAD BAND DIRECTOR	6	\$2400	\$2730	\$3270
PEP BAND	2	\$800	\$910	\$1090
SUMMER BAND	2	\$800	\$910	\$1090
YEARBOOK AS CLASS	5	\$2000	\$2275	\$2725
YEARBOOK AFTER SCHOOL	7	\$2800	\$3185	\$3815

ROBOTICS	\$3500
ENGINEERING HIGH SCHOOL	\$500
ENGINEERING JUNIOR HIGH	\$500
SR CLASS ADVISOR (2)	\$450
JR CLASS ADVISOR (2)	\$450
10 <sup>TH</sup> GRADE ADVISOR (2)	\$250
9 <sup>TH</sup> GRADE ADVISOR (2)	\$250
8 <sup>TH</sup> GRADE ADVISOR (2)	\$200
7 <sup>TH</sup> GRADE ADVISOR (2)	\$200
ACADEMIC GAMES	\$250
QUIZBOWL	\$800
JH QUIZBOWL	\$400
SCHOOL PLAY	\$800
STUDENT COUNCIL	\$600
BIT COMMITTEE MEMBERS	\$700
(UP TO 4 MEMBERS PER BUILDING, MAY REQUIRE WORK HOURS OUTSIDE THE SCHOOL DAY)	
TEACHER MENTOR	\$600
NON-CERTIFIED TEACHER MENTOR	\$1000
DRIVERS TRAINING	27.00 PER HOUR
APPROVED CLUBS WITH 3 OR FEWER ACTIVITIES	\$100
APPROVED CLUBS WITH 3-6 ACTIVITIES	\$200
APPROVED CLUBS WITH 7 OR MORE ACTIVITIES	\$400

**ALL CLUB ACTIVITIES THAT WOULD BE PAID FOR MUST BE PRE-APPROVED BY THE PRINCIPAL OR DESIGNEE**

1. Athletic coaching positions will be compensated according to the table above. Coaches at any level may move down or laterally across "the grid" without losing years of service, including from the same sport male or female. Coaches moving from a lower position to a higher position will be given 50% of their years of coaching experience when placing them in their new salary lane. (i.e., A Jr High basketball coach with 8 years of experience can move to Varsity Basketball and not lose years of service for Jr. High Basketball, but they move to pay 4-7 years,

not 8+ years at the varsity level). Coaches that are school employees may have a break in coaching service up to 5 consecutive years and maintain their years of service as a coach as long as they are still an employee of the school when they return to coaching. The district is not obligated to bring the coach back.

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.
4. All extra duty and athletic positions will be paid through the regular district payroll process.

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 VI-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.

Kingston Community School  
2024-2025 School Calendar

August (4 Full Days, 3 PD)

14<sup>th</sup> Chromebook Pick up 1pm-3pm, 7<sup>th</sup> Gr. Orientation 5pm-6pm, 8<sup>th</sup> Gr. Orientation 6pm-7pm  
20<sup>th</sup> District Wide Staff PD  
21<sup>st</sup> District Wide Staff PD  
22<sup>nd</sup> District Wide Staff PD  
26<sup>th</sup> First Day for Students 1<sup>st</sup> Marking Period Begins  
30<sup>th</sup> No School for Staff and Students

September (20 Full Days)

2<sup>nd</sup> No School Labor Day  
9<sup>th</sup> Picture Day – High School

October (20 Full Days, 2 Half Days, 1 PD)

3<sup>rd</sup> Half Day High School Parent Teacher Conference  
8<sup>th</sup> Picture Day - Elementary  
18<sup>th</sup> County District Wide Staff PD End of 1<sup>st</sup> Marking Period  
21<sup>st</sup> 2<sup>nd</sup> Marking Period Begins  
24<sup>th</sup> Half Day Elementary Parent Teacher Conference

November (18 Full Days)

15<sup>th</sup> No School for Staff and Students  
27<sup>th</sup> – Half Day for Staff and Students  
28<sup>th</sup> - 29<sup>th</sup> No School Thanksgiving

December (14 Full Days, 1 Half Day)

20<sup>th</sup> First Semester Ends  
20<sup>th</sup> Half Day Christmas Break Begins at end of day, End of 2<sup>nd</sup> Marking Period (1<sup>st</sup> Semester)

January (20 Full Days)

6<sup>th</sup> School Resumes, 3<sup>rd</sup> Marking Period Begins (2<sup>nd</sup> Semester)

February (18 Full Days, 1 Half Day)

14<sup>th</sup> Half Day for Staff and Students  
17<sup>th</sup> No School Presidents Day

March (18 Full 1 Half Day, 1 PD)

14<sup>th</sup> No School for Student County District Wide Staff PD  
28<sup>th</sup> Half Day Spring Break Begins at end of the Day, End of 3<sup>rd</sup> Marking Period  
31<sup>st</sup> 4<sup>th</sup> Marking Period Begins

April (17 Full Days)

7<sup>th</sup> School Resumes  
18<sup>th</sup> No School

May (21 Full Days)

9<sup>th</sup> Last Day for Seniors  
16<sup>th</sup> Graduation Rehearsal  
18<sup>th</sup> Graduation  
26<sup>th</sup> No School Memorial Day

June (5 Full Days)

6<sup>th</sup> Last Day Second Semester Ends

Letter of Agreement

Kingston Education Association (KEA)/Kingston Board of Education

September 3, 2024

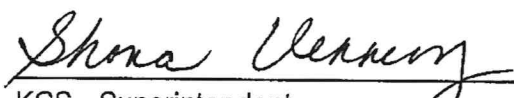
The Kingston Board of Education authorizes a wage change to the Master Agreement between the KEA (Kingston Education Association) and the Kingston Board of Education. For the current CBA in school years 2024-25.

"The following teachers will receive an additional \$1000.00 (from their 25-26 step increase) added to their 24-25 contract and will continue on the correlating step for the 25-26 and 26-27 school years". K.D. R.H., J.J., M.M., T.P. and H.S.

This agreement is singular in nature and is not precedent setting.

  
Kingston Education Association President

9-3-24  
Date

  
KCS --Superintendent

9-3-24  
Date

Memorandum of Understanding (MOU)  
Between the Kingston Education Association (KEA)  
And  
The Kingston Community School District

This Memorandum of Understanding (MOU) is entered into by and between Kingston Community Schools (the "District") and the Kingston Education Association (the "Association") for the purpose of adding Boys' Golf and Girls' Golf to Schedule B of the current Collective Bargaining Agreement.

**Agreement**

**1. Addition to Schedule B**

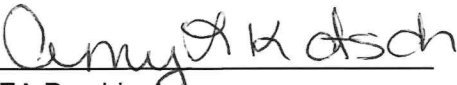
- Boys' Golf and Girls' Golf shall be formally added as recognized extracurricular athletic programs within Schedule B of the Collective Bargaining Agreement.
- Each program shall include one (1) Head Coach position.

**2. Compensation**

- The Head Coach positions for both Boys' Golf and Girls' Golf will be placed on Schedule B at the same compensation level as comparable single-season
  - i. 2026 Spring Season Boys Golf will be considered a varsity sport and be paid at 6% (\$2400)
  - ii. All seasons after 2025-2026 will be considered varsity sports and be paid at 6% (\$2400)

**3. Duration of MOU**

- This MOU shall remain in effect for the duration of the current Collective Bargaining Agreement unless otherwise modified by mutual written agreement of both parties.

  
\_\_\_\_\_  
KEA President 10-30-2025

  
\_\_\_\_\_  
KCS Superintendent 10-30-25