

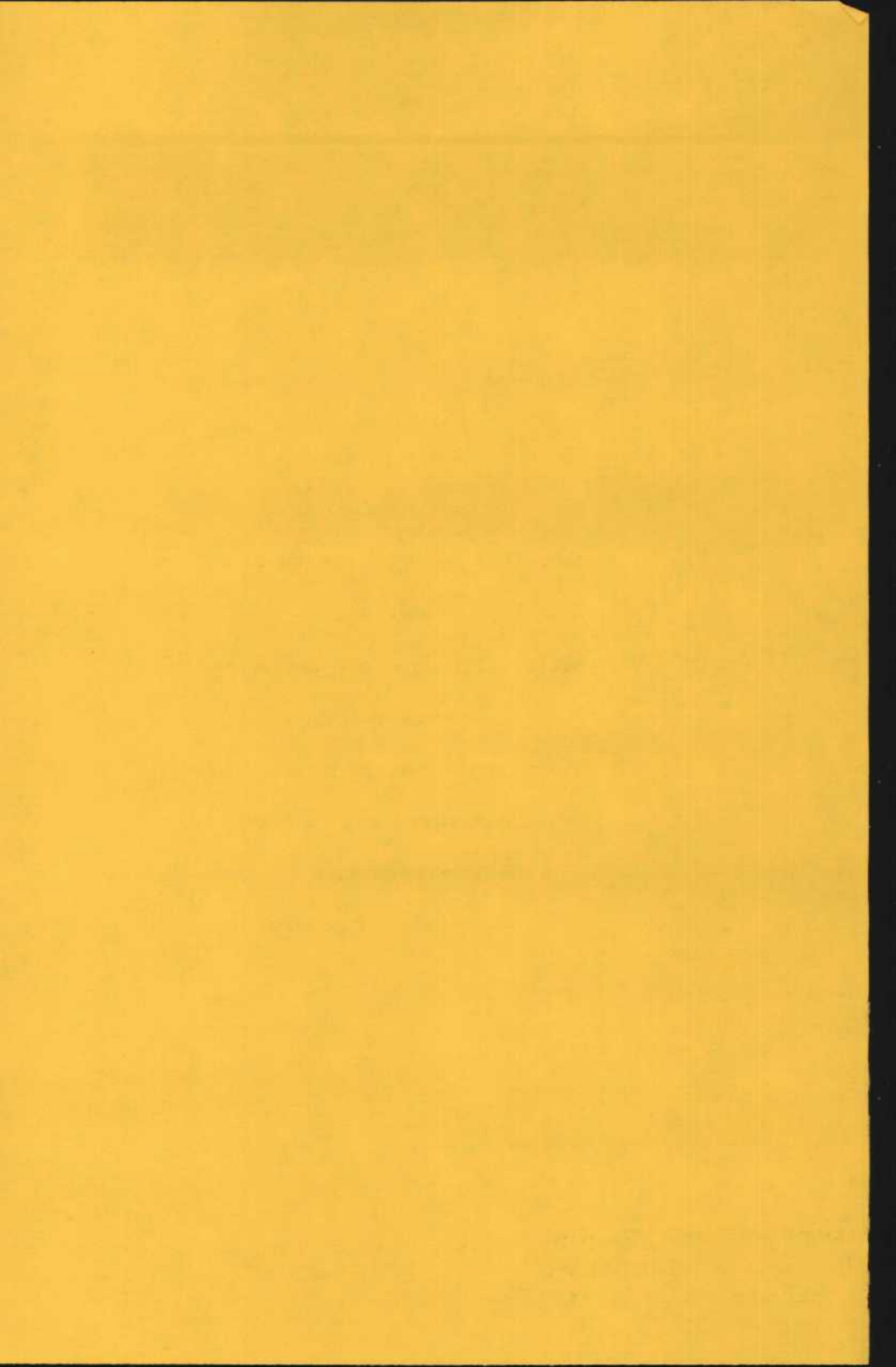
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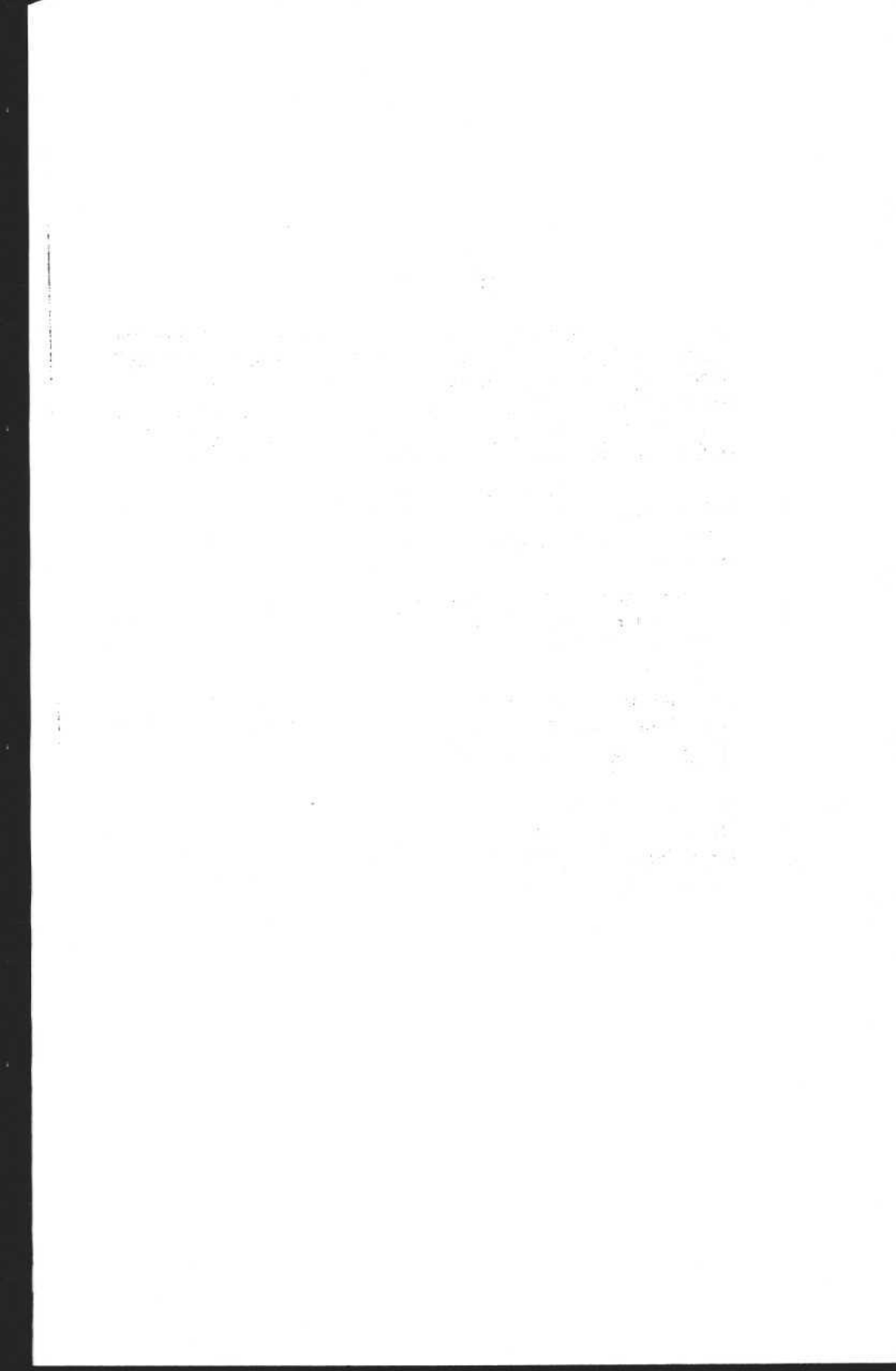
8/31/93

AGREEMENT
BETWEEN THE
KINGSTON BOARD OF EDUCATION
AND THE
TRI-COUNTY BARGAINING
ASSOCIATION
COVERING THE PERIOD FROM
AUGUST 31, 1990
THROUGH
AUGUST 31, 1993

Kingston Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY





ARTICLE I
RECOGNITION

- A. The Board recognizes the Tri-county Bargaining Association, hereinafter referred to as the "Association", as the exclusive bargaining representative, as defined in Act 336 of Public Acts of 1947 for the Kingston certified teaching staff under contract, including the position of librarian and counselor and excluding all other school employees.

- B. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this Article pursuant to the conditions of this Agreement.

- C. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of "teacher" as used in this Agreement.

- D. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association, except as required by law, for the duration of this Agreement.

- E. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

TEACHER RIGHTS

- A. Every teacher shall have the right to organize, join and support the Association. The Board and the Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or non-participation in any activities of the Association or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to standard application procedures and scheduling by the Administration of the building.
- D. The Board agrees to furnish to the Association, in response to specific requests, all available public information that will assist the Association in developing intelligent, accurate, informed and constructive bargaining proposals.
- E. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board by September 30th, an assignment authorizing deduction of Professional dues in the Association. Pursuant to such authorization the Board shall deduct equal amounts from each pay period for such dues beginning in October.

Article II - Teacher Rights (Continued)

and ending in May. The amount of dues deducted for teachers as outlined in this Article shall be the same for each teacher.

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

- F. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, so long as he is not convicted of a felony.
- G. All communications obtained by a teacher, from a student or parent, in the course of his professional duties and deemed by the student or parent to be of confidential nature shall not, except with the consent of the student or parent, be disclosed to anyone other than the Administration unless such disclosure has been determined to be required by law. The violation of this section shall be considered cause for discipline or dismissal.
- H. Bulletin boards in the teachers' lounges and other established media or communication shall be made available to the Association and its members for official organization materials, but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the Administration.
- I. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days

Article II - Teacher Rights (continued)

from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in an amount not to exceed an amount equal to the dues to be paid by members of the Tri-County Bargaining Association; provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Section E. of this Article. Such fee shall be established by the Association. The Association shall inform the Board of the amount so established on or before October 1st of each year. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the Service Fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

1. The procedure in all cases on non-payment of the Service Fees shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he is delinquent in not tendering the Service Fee, specifying the current amount of the delinquency, and warning him that unless the delinquent Service Fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he shall be reported to the Board and a deduction of the Service Fee shall be made from his salary.
 - b. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that (teacher's name) has failed to tender the periodic Service Fee required as a condition of employment under this Agreement and demands that said teacher be dismissed by the Board of Education.
2. With respect to Association Dues deducted by the Board pursuant to this Article, the Board agrees to disburse said sums by the 5th of the following month to the Association.

Article II - Teacher Rights (continued)

3. In the event that any member of the bargaining unit commences any type of legal action against the Board of Education as a result of the Board of Education's implementation of the dues deduction or Service Fee deduction, the Tri-County Bargaining Association will save the Board harmless from any and all types of financial loss or cost which it may incur due to implementing this particular paragraph. This shall include, but not be limited to, attorneys' fees, court costs, fines, back pay, unemployment compensation, etc.

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

ARTICLE II (A)
TEACHER RESPONSIBILITY

- A. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may congregate during normal school day hours. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms and their lounge or office area.
- B. Teachers shall be held accountable for school materials, equipment and facilities assigned to them.
- C. The teacher's position shall not be privileged as to his responsibility statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- D. It is expected that student-teacher relations will be those of the adult-to-youth both during and outside regular school hours. Dating between teacher and students and other activities where less than adult-to-youth relationship is observed is detrimental to the school and all parties concerned, and is forbidden.
- E. A report of any accident to a teacher or a student must be filed with the Superintendent of Schools or his designated representative the day of the accident on the forms provided for that purpose.
- F. Having negotiated acceptable remuneration for teaching substitution during the conference period, it shall become a requirement that any teacher asked to substitute during his conference period comply. 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.

Article II (A) - Teacher Responsibility (continued)

- G. It shall be a requirement of employment that all teachers have a general outline of their lesson plan books that project ahead one (1) week and a detailed outline that projects ahead one (1) day.
- H. In addition to teaching, the work day will be used by teachers for:
1. Planning and preparing for classes.
 2. Evaluating pupil progress.
 3. Reporting evaluations of pupil progress to the school administration and to parents of the children when they teach, at appropriate times, during the year.
 4. Furnishing essential reports and information as required.
- I. Teachers are expected, upon assignment of Administration, to participate in school activities such as the following:
1. Attendance at faculty meetings.
 2. Attendance at in-service training sessions.
 3. Participating in system-wide committees.
 4. Parent-teacher conferences.
- J. It is understood that the teacher preparation period is subject to the total school program and, as a result, such things as testing programs, emergency class needs, and assemblies, may, from time to time, be substituted for things such as preparation; conferences with parents, teachers or administrators; and special assistance to students. Preparation time shall not be used or spent on any unconnected or non-school activity.
- K. The teachers will assume an active role in supervising students in the building throughout the normal school day.
- L. Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.

Article II (A) - Teacher Responsibility (continued)

- M. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understandings of purposes and procedures, and encourage its involvement and support.
- N. Teachers will not leave their buildings during working hours without the consent of the building principal or his designated representative.
- O. The building principal may call for a morning staff meeting beginning at 8:00 a.m. once a semester.

ARTICLE III
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a yearly teaching contract. In determining pay or deductions, the amount shall be determined by multiplying the number of duty hours times the number of work days and dividing the product into the teacher's base salary to find the hourly rate. The teacher's daily rate shall be determined by dividing the number of work days into his base salary.
- C. If a teacher shall teach more than the normal teaching load as set forth in Article IV, he shall be paid additional compensation at his hourly rate for each teaching period in excess of such norms (as defined in Article IV) except when substituting under terms of Article VIII, F.
- D. The school calendar for the current school year is set forth in Schedule B which is attached to and incorporated in this Agreement.
- E. A teacher engaged during the school day in any professional grievance negotiations, when scheduled by the Administration, and when a substitute for his class is available, may be released from regular duties without loss of pay.
- F. When teacher's absences from work are not covered by the applicable sections of Article VIII (Sick Leave) or Article IX (Leave of Absence), deductions from said teacher's salary shall be made according to the following formula.
- Step 1 Total contracted wage divided by the actual number of teacher work days equals average daily rate.

Article III - Professional Compensation (continued)

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

Sample: Contracted Salary \$18,500.00
 Number of teacher work days 182
 Daily Rate: \$18,500 divided by 185 101.65
 Number of days absent: 4 days
 Deduction: 4 days X \$101.65 equals \$406.60

ARTICLE IV
WORKING HOURS

- A. The maximum pupil school day shall consist of six (6) hours and thirty-five (35) minutes in length including a lunch period. A teacher's work day shall begin no later than ten (10) minutes before the pupils' regular school day and shall end no earlier than ten (10) minutes after the close of the pupils' regular school day. Teachers in the high school and the elementary school will be scheduled to teach not more than 336 minutes per day of teaching time. Changes for art, physical education, and music at the elementary level will be considered when they are returned to the curriculum. Preparation periods which total forty (40) minutes are to be served before or after the teaching hours as selected by the teacher with a minimum of ten minutes before and after the student day. 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. All teachers shall be entitled to a duty-free, uninterrupted lunch period. The lunch period will normally be 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.

Article IV - Working Hours (continued)

- D. At the beginning of the fall semester, each student and teacher in the high school and students in grades 3-6 inclusive in the elementary school receive a handbook which shall include rules and information necessary to the student.
- E. 1. There may be one (1) regularly scheduled faculty meeting per month.
2. 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. There may be one (1) meeting each marking period when school is in session for in-service or department meetings as set forth below:
1. School shall be dismissed one (1) hour early on meeting days and the meeting will begin ten (10) minutes after dismissal of school. Teachers may leave after two (2) hours.
2. If school is not in session, no such meeting will be held. The scheduled meeting dates shall be incorporated into the school calendar.
3. Meetings of the faculties of the high school and elementary school may be held jointly and/or separately, but both groups will hold meetings according to this Article.
4. No teacher will be excused from these meetings unless the teacher is absent from school that day or: (1) Teacher is too ill to remain after school; (2) Teacher or his children have appointment with medical specialists; (3) Teacher must attend athletic events

Article IV - Working Hours (continued)

- (4) Teacher is scheduled to drive a bus when no other substitute available. Teachers who are otherwise absent from the scheduled faculty meetings shall forfeit pay hour for hour. The hourly rates shall be determined as outlined in Article III. When absent from such meetings, it shall be the responsibility of the teacher to inform himself of the material covered and decisions made at the meeting.
5. In the event school is dismissed for weather, heating problems or other good reasons during the marking period, the released time meeting requirement may be waived by the Steering Committee.

ARTICLE V
TEACHING LOADS AND ASSIGNMENTS

- A. Each teacher in the Junior and Senior High School shall be assigned a preparation period (during which they will not be assigned to any other duties. Exceptions: Teachers with instructional responsibilities in both elementary and secondary programs shall receive forty (40) minutes preparation time per day as his preparation period. All teachers shall receive not less than 200 minutes per week. However, should the Administration schedule a modular time schedule, team teaching program with large group-small group instruction, or block time program, the teacher's preparation period may be figured on a different basis as long as the intent is to provide teachers with preparation periods equally distributed throughout the teaching year. The Administration will make an effort to provide a balanced and reasonable teacher-pupil ratio and limiting the number of preparation to four for secondary teachers based on program, student interest, and teacher certification. If the number of preparations exceeds four (4), the Administration and the affected teacher will meet and discuss the ramifications to the educational process and possible solutions to the situations.
- B. Assignments shall be made at the discretion of the Administration and within the areas of teacher competence, teaching certificate, or their major or minor fields of study as much as possible.
- C. Teachers who will be affected by a change in grade assignments in elementary grades and by a change in subject assignments in the secondary school will be consulted and notified by their principal. A tentative schedule will be set up and the teachers notified by the last day of school. The principal shall complete a schedule and send copies to the staff members by August 15th of the current year or no later than one (1) week after all positions have been filled. The Association recognizes that such schedules are tentative and may be subject to change. If conditions which impact on staffing assignments change, such as, but not limited to, enrollment, leaves, revenue, termination, etc.,

Article V - Teaching Loads and Assignments (continued)

assignments may be changed.

- D. Any teacher providing instructional or other services to a handicapped student in a regular education classroom shall be invited, in writing, to participate in the individual education planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Employer, the members may choose not to do so.

- E. Should a medically fragile student be placed in a regular classroom and require medical attention which would necessitate special training or certification, either party may notify the other that it wished to negotiate.

ARTICLE VI
TEACHING CONDITIONS

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

Article VI - Teaching Conditions (continued)

- are to be recorded by the caller in the office of the building principal.
- F. In both buildings, a typewriter will be provided and maintained for teachers' use to type lessons, tests, and other material of a professional nature. Teachers shall not be expected to duplicate material. They shall submit work to be duplicated to the school secretary. Such material should be submitted at least twenty-four (24) hours before it is needed.
- G. The Board of Education agrees class size is an important aspect of an effective educational program. The goal for Kindergarten is 23; for grades 1, 2 and 3 is 27; for grades 4, 5 and 6 is 29. The goal for students certified by a multi-disciplinary educational team at the intermediate school district (excluding minor speech, hearing, and physical impairments) is a ratio of 1 certified for every 6 regular education students. Should these goals be exceeded, the teacher and the Administration will meet to discuss the ramifications on the educational program.
- H. The Board shall make available a faculty lounge in both building where smoking is permitted. Teacher will not use the lounge expect before school, at noon, after school, or during their preparation/conference periods only. Each lounge shall be furnished with lounge furniture.
- I. 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.
- J. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, national origin, name, or school record of their parents, and to maintain full equality of educational opportunity to all

Article VI - Teaching Conditions (continued)

pupils residing in the school district who can benefit from attendance in the public school system of Kingston Community School District.

- K. The teachers recognize that their responsibility to their student profession requires that they perform duties beyond their classroom assignment. This includes supervision within the school building during school hours, extra-curricular activities, and student functions other than those listed in extra pay for extra duties, and may require time beyond their normal work day. Any decision made hereunder shall be voluntary and made jointly by the Board and the teacher involved. If through posting of these positions, volunteers are not available for all the positions listed in the "Extra Pay for Extra Duties Schedule", then the Administration shall have the right to select necessary individuals. Selection of class advisors may be accomplished on a rotating basis. (Example: A teacher may become class advisor for the 7th grade and follow through the 12th grade with the same class. Such teacher would then go to the bottom of the rotation list.) The Association shall be represented when the decision is made, and any teacher asked to perform these duties shall be paid in accordance with provisions in "Extra Pay for Extra Duties Schedule".

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

- L. 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.
- M. 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.

Article VI - Teaching Conditions (continued)

- N. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. If more than five (5) Act of God days are incurred, the Superintendent may request (weather conditions permitting) that teachers report to their respective buildings by 1:00 p.m. on any additional Act of God days incurred. Teachers are to be notified by 10:00 a.m. if their presence is requested at school that day. In the event of an Act of God day, a teacher who had previously requested the use of the day for illness or personal business will not be penalized and teachers on jury duty will not be required to forfeit their fees for that day.
- O. Should a teacher, while on a Board-approved educational field trip, be detained because of reasons beyond his control, and consequently, be late or absent from a scheduled teaching assignment, the time loss will not be deducted from sick leave or personal business days, and no pay will be forfeited as long as the teacher continues to exercise supervisory control over his group.
- P. When, as determined by the Board, a teacher's duties regularly involve hazards to their personal clothing such as damage or soiled 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, suggestion will be sought from the teacher.
- Q. A specific area will be made available for each high school teacher in which to work during his conference period, separate from the teachers' lounge.

Article VI - Teaching Conditions (continued)

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

ARTICLE VII
VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any teaching vacancy, or executive or supervisory vacancy which requires teaching certification, shall occur in the district, the Board will publicize the same posting in every school building and by giving written notice of such vacancy to the KEA president. No vacancy shall be filled permanently for at least 14 calendar days from the date of posting such notice by the Board.
- B. The Board shall establish qualifications for such positions and the Board shall be the sole arbiter of the qualifications of all applications for these positions. In filling vacancies, the Board shall strive to place the applicant with the highest qualifications for the position. Present Kingston employees shall be given preference, if their qualifications are equal, to candidates from outside the district.*
- *Qualified in this section shall be defined as it is in Article XVII, B, paragraphs 2a, 2b, and 2c.
- C. All seniority is lost when employment is severed by resignation, discharge for cause, or transfer to a non-bargaining unit position.
- D. The Board shall either re-appoint a person or post the extra-curricular position six (6) weeks after the end of the activity. Six (6) weeks after the position is filled, the Board shall either re-appoint or post any assistant positions. The Board shall cause a list of extra-curricular positions to be presented by May 15th to staff members, and spring sports by June 30th. All teachers may apply for extra-curricular positions. Continuing tenure shall not apply to an annual assignment of extra-duty for extra pay.

ARTICLE VIII (1990-92)

SICK LEAVE AND PERSONAL LEAVE

- A. At the beginning of the school year, each employee shall be credited with ten (10) sick leave days. The unused portion of which shall accumulate from year to year to a maximum accumulation of seventy-five (75) days. Teachers employed during the summer in teaching positions will accumulate one (1) day's leave time for each four (4) weeks worked. Of the ten (10) days, the first five (5) days may be used for the employee's personal illness, sickness in the family, or personal business except deaths in the immediate family. The remaining five (5) days of the ten (10) days may only be used for illness of the employee. No reasons need be given for the first five (5) days of the ten (10) days, and no personal business days may be used the last work day preceding a school holiday, the first work day following a school holiday or to extend a holiday or vacation; and sick leave days used for these days must be confirmed by a doctor's statement stating the employee was too ill to work. Personal exceptional emergencies occurring on the day before or day after a school holiday may be approved by the Sick Bank Committee if the exceptional emergency was due to serious illness of the employee, the employee's spouse, children or parents.
1. The purpose of the sick leave bank/pool is to protect those Association members afflicted with serious illness or disabling injury until such time, if necessary, the I.T.D. would be initiated. Payments would be effective then from the first day. The employee's absence must be confirmed by a physician as in Section A. Payments will be one hundred percent (100%) of the teacher's gross salary as paid by the Sick Leave Bank with approval of the Sick Bank Committee.
 2. During the first year of the agreement the Board of Education will contribute one hundred (100) days. Each full time teacher will contribute one (1) sick day. Should the number of days fall below fifty (50), each full time teacher will contribute one (1) sick

Article VII - Sick Leave and Personal Leave (continued)

day on a voluntary basis and the Board will contribute one (1) day for each full time teacher that contributed. Teachers volunteering must fill out a signed form verifying their intention to contribute. Employees may be paid for one or two days of the waiting period after the first ten (10) day's absences from the Bank upon authorization of the Sick Bank Committee and after verification of the illness by a doctor.

3. Loss of time benefits commence after the expiration of the waiting period, three (3) continuous work days, and are payable for each regularly scheduled work day on which the employee is disabled during a period of continuous disability and prior to the expiration of the school year, by the Sick Leave Bank with approval of the Sick Bank Committee.
 4. Should a teacher continue to be under a doctor's care, incapacitated, and unable to work beyond the contract year, benefits shall be available as per the L.T.D. policy.
 5. No benefits are payable if the disabled person is not under direct care of a legally qualified physician. Benefits are also available for pregnancy, as paid by the Sick Leave Bank.
 6. New employees will receive the ten (10) day annual sick leave benefit and then can draw from the pool for the additional three (3) days with approval of the Sick Bank Committee.
 7. No reason need be given for the first five (5) days' absence of the school year. The remaining five (5) days may only be used for illness of the employee. Beginning with the sixth (6th) day's absence and including the tenth (10th) day of absence, the teacher must request approval of absence from the Sick Leave Inventory committee.
- B. The teacher may take a maximum of three (3) working days per death in the immediate family up to and including the day of interment. Immediate family shall include spouse, parents, children, or brother or sisters of the employee.

Article VII - Sick Leave and Personal Leave (continued)

The teacher may take a maximum of two (2) working days per death of other close relatives up to and including the day of interment. Close relatives

shall include spouse's parents, brothers or sisters of the spouse, grandparents of the employee or spouse, and any other relative of non-relative living or making his home in the household of the employee.

- C. The Board shall furnish each teacher and the Association with a written statement at the beginning of the school year setting forth the total sick leave days in the "pool".
- D. In case of death, any unused sick leave shall be paid in a lump sum to the survivor named by the teacher or teacher's estate. Such payment shall be computed by multiplying the number of unused sick days times the teacher's daily rate of pay at the time of death.
- E. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial matter shall be paid his full salary for such time spent on jury duty or giving testimony, and shall pay any amount paid for his duties as juror or witness to the school district except for jury duty after school hours.
- F. The Board shall provide at no cost to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The Association shall pay the cost of the substitute.
- G. There shall be organized a Sick Bank Committee consisting of two (2) teachers and an administrator. Teachers shall be selected by the Association. The Committee shall meet at the call of the Administrator as necessary. Teachers in question shall have the right to appear before the Committee. This Committee shall have the authority to

Article VIII - Sick Leave and Personal Leave (continued)

approve or disapprove sick leave pay under the provisions of Section A of this Article.

H. Teachers shall be granted one (1) personal business day separate from the ten (10) days listed in Section A of this Article subject to approval of the Sick Bank Committee. Any unused personal business day shall roll over to the teacher's accumulated sick leave.

I. Although the Board, by payment of the premiums required for the insurance protection stated above, shall be relieved from all liability with respect to the benefits and coverage provided, and/or disputes between employees and the insurance company are not subject to the Grievance Procedure established in this Agreement, the Board agrees to present the policyholder's complaints to the insurance carrier in order to satisfactorily resolve any disputes over benefits and coverages.

J. When the sick leave days and the personal business days are exhausted, the teacher shall receive no further remuneration until resuming work.

The teacher shall resume teaching in the same position the teacher left in such time as the doctor states in writing that the teacher may return to work.

During the time away from work, the Board shall continue to pay health and dental insurance premiums, but the teacher will not be eligible for any other fringe benefits.

K. Any teacher with fifteen (15) or more continuous years of service to the Kingston Community Schools, who retires under the Michigan Public School Employees Retirement System may receive the following stipend, provided he/she qualifies under the Eligibility Circuit Breakers (ECB).

Article VIII - Sick Leave and Personal Leave (continued)

In order to be eligible, the application of the following formula to the retiring teacher must yield a result in excess of 50%:

sick leave accumulation at retirement

$$\text{ECB (\%)} = 100 \times \# \text{ of years of service} \times 10 \text{ days/year}$$

A qualifying teacher will receive a stipend in accordance with the following formula:

41% - 50%	\$ 600.00
51% - 60%	\$1,000.00
61% - 70%	\$2,000.00
71% - 80%	\$2,500.00
81% - 90%	\$3,500.00
91% - 100%	\$4,000.00

In calculating the ECB formula, sick leave accumulation shall have no maximum. In addition, any teacher hired prior to the 1986-87 school year will have their sick leave accumulation increased by their average annual roll over since the 1986-87 school year times their number of years of continuous service prior to the 1986-87 school year. For purposes of calculating the ECB formula, any Board approved Leave will count toward continuous years of service.

ARTICLE VIII (1992-1993)

- A. At the beginning of the school year, each employee shall be credited with ten (10) sick leave days. The unused portion of which shall accumulate from year to year to a maximum accumulation of 80 days. Teachers employed during the summer in teaching positions will accumulate one (1) day's leave time for each four (4) weeks worked. Of the ten (10) days, the first five (5) days may be used for the employee's personal illness, sickness in the family, or personal business except deaths in the immediate family. The remaining five (5) days of the ten (10) days may only be used for illness of the employee.

Article VIII - Sick Leave and Personal Leave (continued)

No reasons need be given for the first five (5) days of the ten (10) days, and no personal business days may be used the last work day preceding a school holiday, the first work day following a school holiday or to extend a holiday or vacation; and sick leave days used for these days must be confirmed by a doctor's statement stating the employee was too ill to work.

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

Article VIII - Sick Leave and Personal Leave (continued)

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

The teacher may take a maximum of two (2) working days per death of other close relatives up to and including the day of interment. Close relatives shall include spouse's parents, brothers or sisters of the spouse, grandparents of the employee or spouse, and any other relative of non-relative living or making his home in the household of the employee.

- C. The Board shall furnish each teacher and the Association with a written statement at the beginning of the school year setting forth the total sick leave days in the "pool".
- D. In case of death, any unused sick leave shall be paid in a lump sum to the survivor named by the teacher or teacher's estate. Such payment shall be computed by multiplying the number of unused sick days times the teacher's daily rate of pay at the time of death.
- E. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial matter shall be paid his full salary for such time spent on jury duty or giving testimony, and shall pay any amount paid for his duties as juror or witness to the school district except for jury duty after school hours.
- F. The Board shall provide at no cost to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. The Association shall pay the cost of the substitute.

Article VIII - Sick Leave and Personal Leave (continued)

- G. Teachers shall be granted one (1) personal business day separate from the ten (10) listed in Section A of this Article. Any unused personal business day shall roll over the the teacher's accumulated sick leave.
- H. Although the Board, by payment of the premiums required for the insurance protection stated above, shall be relieved from all liability with respect to the benefits and coverage provided, and disputes between employees and the insurance company are not subject to the Grievance Procedure established in this Agreement, the Board agrees to present the policyholder's complaints to the insurance carrier in order to satisfactorily resolve any disputes over benefits and coverages.
- I. When the sick leave days and the personal business days are exhausted, the teacher shall receive no further remuneration until resuming work.

The teacher shall resume teaching in the same position the teacher left in such time as the doctor states in writing that the teacher may return to work.

- J. Any teacher with fifteen (15) or more continuous years of service to the Kingston Community Schools, who retires under the Michigan Public School Employees Retirement System may receive the following stipend, provided he/she qualifies under the Eligibility Circuit Breakers (ECB).

In order to be eligible, the application of the following formula to the retiring teacher must yield a result in excess of 50%:

sick leave accumulation at retirement

ECB (%) = $100 \times \# \text{ of years of service} \times 10 \text{ days/year}$.

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 other fringe benefits.

Article VIII - Sick Leave and Personal Leave (continued)

A qualifying teacher will receive a stipend in accordance with the following formula:

41% - 50%	\$ 600.00
51% - 60%	\$1,000.00
61% - 70%	\$2,000.00
71% - 80%	\$2,500.00
81% - 90%	\$3,500.00
91% - 100%	\$4,000.00

In calculating the ECB formula, sick leave accumulation shall have no maximum. In addition, any teacher hired prior to the 1986-87 school year will have their sick leave accumulation increased by their average annual roll over since the 1986-87 school year times their number of years of continuous service prior to the 1986-87 school year. For purposed of calculating the ECE formula, any Board approved Leave will count toward continuous years of service.

ARTICLE IX
LEAVE OF ABSENCE

- A. Requests for leave of absence shall be submitted, in writing, to the Superintendent at least ten (10) days prior to the effective leave date. The Superintendent shall submit such request to the Board of Education at the next regular meeting following the date of application. The Board may vote to grant or not to grant such leaves if they determine the granting to be in the best interest of the school district. Leaves may be granted for the following reasons:
1. Illness
 2. Military service, if drafted.
 3. Full-time attendance at a college or university to fulfill requirements of an advance degree or changing certification.
 4. Other personal reasons approved by the Board of Education.
- B. A teacher who is unable to teach because of personal illness or disability and who is receiving compensation under the terms of Article VIII shall not be eligible for an unpaid leave of absence, but shall return to his/her teaching positions when the physician who has treated him/her during the illness shall determine he/she is physically able to return to work.
- C. A teacher who is unable to teach because of personal illness or disability and who is not receiving compensation under the terms of Article VIII may be granted a leave of absence during such illness or disability up to one (1) school year. The Board shall re-employ such teacher, provided he remains qualified and certificated, returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year if a job position for which he is qualified and certificated is vacant.
- D. A military leave of absence shall be granted to any teacher who shall be inducted in any branch of the Armed Forces of the United States. A teacher on military leave without pay shall accumulate seniority on the

Article IX - Leave of Absence (continued)

salary schedule as though he had been teaching in the system. Such teacher shall be returned to his teaching position at the completion of his military service.

- E. A teacher granted a leave of absence to work full-time on an advanced degree or to complete work to change a certification, if granted by the Board, shall return to his former or a similar teaching position.

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

F. Child Care Leave

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

- G. 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.

Article IX - Leave of Absence (continued)

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

ARTICLE X
TEACHER EVALUATION

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

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

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

B. Procedure:

1. The building administrator or immediate supervisor shall present a copy of the current "Evaluation of Teaching Performance" form to each teacher new to the system and shall, upon request, to those presently employed.
2. The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. No electronic device shall be used during the evaluation process without the consent of the teacher.
3. The performance of all teachers shall be evaluated in writing as follows:
 - a. Probationary teachers shall be evaluated not less than once per semester, based on at least two (2) classroom observations. Written notification of such an observation shall be given the teacher no less than twenty-four (24) hours prior to the time of one of the observations. At least one observation shall be during the first semester on or before December 1st, and shall be recorded on a classroom visitation report.
 - b. For the purpose of professional growth, each teacher shall be given written information of the observation within one (1) week after an observation is made, indicating the areas of strengths and weaknesses as observed by the administrator giving at least two (2) weeks time for the teacher to attempt to correct or improve any areas of alleged weakness prior to the formal written evaluation.

Article X - Teacher Evaluation (continued)

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

ARTICLE XI

PROTECTION OF TEACHER

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When problems occur, the teacher and the Administration shall seek the necessary help to resolve the problem.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or his designated representative. Prompt investigative action shall be taken by the administrator. In no case shall the student be returned to the classroom until the investigation has been completed.
- C. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance in his defense except in case of gross negligence or the teacher failed to follow Board policies. Time lost by a teacher in connection with any such incident shall not be charged against the teacher except in the case of gross negligence or the teacher failed to follow Board Policy.
- D. Any complaints by a parent of a student or other children directed toward a teacher shall be promptly called to the teacher's attention, in writing, stating the nature of the complaint and the complainant if considered serious by the appropriate administrator, if written into the teacher's personnel file, or if used as a basis for reprimanding a teacher.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

Article XI - Protection of Teacher (continued)

- F. Whenever a teacher is to be reprimanded or disciplined, he shall be entitled to have the Association Representative present. The teacher shall be advised of this right and, if requested, no action shall be taken until the Association Representative is present. It is expected that each person shall treat the other with courtesy. Should either the teacher or the administrator feel the other is overwrought to the extent that a conversation would serve no good purpose, the meeting will be adjourned, and the Administration shall give the teacher and the Association Representative a written statement of the problem which led to the need for the meeting and the prescribed solution.
- G. Prior to his dismissal, a teacher shall be notified, in writing, stating the reasons for recommendation of such dismissal.

ARTICLE XII
NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. However, it is contemplated that matters not specifically covered by this Agreement could arise during the terms of this Agreement and be of such importance that both parties, by mutual consent, might agree to negotiate their solution. Nothing in this Article would force either party to reopen the Agreement for negotiations but nothing in this Agreement would prevent both parties from mutually agreeing to reopen the Agreement to negotiate a specific matter.
- B. No later than March 31st or the expiration of this Agreement, the parties will begin negotiations for a new contract covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiator or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations,

Article XII - Negotiation Procedure (continued)

either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any lawful measure it may deem appropriate.

ARTICLE XIII
GRIEVANCE PROCEDURES

A. A grievance is a claim by a bargaining unit member or group of bargaining unit members that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. The following shall not be the basis of any grievance filed under the terms of this Article:

1. The termination of service or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on third year probation.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Sessions, of 1937, of Michigan as amended).

B. Hearing Levels:

1. Informal Level: When a teacher believes he/she has a grievance, the affected bargaining unit member(s) shall, within seven (7) days of the occurrence, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result of the meeting, he/she may formalize the complaint in writing as provided hereafter.
2. Formal Level One: If a grievance is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, a formalized grievance shall be submitted, in writing, to the supervisor within seven (7) days of the meeting

Article XIII - Grievance Procedures (continued)

at the Informal Level. The written form shall state the occurrence, date and time of the occurrence, the particular Article and section of this Agreement which may have been violated, and the requested remedy. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, meet with the grievant(s) and render a written decision. Copies of this decision shall be forwarded to the grievant(s) and the Association.

3. Formal Level Two: If the grievant and the Association are not satisfied with the disposition of the grievance at Level One or if no disposition has been made within seven (7) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent. Within seven (7) days after the grievance has been so submitted, the Superintendent shall meet with the grievant(s) and Association and render a written decision within seven (7) days of the meeting. Copies of this decision shall be forwarded to the grievant(s) and the Association.

4. Formal Level Three: If the grievant and the Association are not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within seven (7) days of receipt of the grievance, the grievance shall be transmitted to the Board of Education. Within seven (7) days after the grievance has been so submitted, the Board or its designed shall arrange to meet with the grievants) and the Association on the grievance with thirty (30) days. The Board of its designed, within seven (7) days after the conclusion of the meeting, shall render a written decision thereon with copies to the grievant(s) and the Association.

5. Formal Level Four: 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

Article XIII - Grievance Procedures (continued)

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

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

C. Miscellaneous Conditions:

1. The fees and expense of the arbitrator shall be shared equally by the Association and the Board.

Article XIII - Grievance Procedures (continued)

2. The terms "days", when used in this Article, shall mean calendar days. Time limits may be extended by mutual written agreement.
 3. By mutual agreement, a grievance may be initiated at Formal Level Two.
- D. No teacher may be represented by an officer, agent or other representative of any organization other than the Association at any stage of the grievance procedure.
- E. Forms for filing grievances will be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
- F. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.
- G. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- H. The failure of an administrator to communicate his decision to the Association within the specified time line shall permit the Association to proceed to the next step in the grievance procedure.

ARTICLE XIV
MANAGEMENT RIGHTS CLAUSE

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

Article XIV - Management Rights Clause (continued)

of employees.

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

ARTICLE XV
CERTIFICATION

- A. No teacher shall be hired to teach who is not certified by the State of Michigan to teach the subject or grade assignment as scheduled by the Superintendent.

- B. Individual contracts shall terminate if the holder's permit, provisional or permanent certificates expire and is not immediately renewed, or if the certificate is suspended or revoked by proper legal authorities and, or at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate permit, provisional or permanent certificate.

ARTICLE XVI

EXTRA-CURRICULAR ACTIVITIES

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

(\$15.00) dollars for chaperoning the event.

ARTICLE XVII
REDUCTION IN PERSONNEL AND ANNEKATION, CONSOLIDATION OR
OTHER REORGANIZATION OF THE DISTRICT

- A. In the event that this district shall be combined with one or more districts, the Board agrees without hesitation to follow the law concerning teacher contracts.
- B. Reduction of Personnel
1. In the event that it is necessary to reduce the number of teachers the Board shall follow the procedure listed below:
 - a. Teachers not holding a valid Michigan Teaching Certificate will be laid off first, provided there are fully certified teachers to replace the laid off teachers.
 - b. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Kingston Community School system will be laid off first, provided there are remaining fully certified teachers to replace the laid off teachers.
 - c. If further reduction is necessary, then tenure teachers with the least number of years of continuous teaching in the Kingston Community School system will be laid off first, provided there are fully certified teachers to replace the laid off teachers.
 2. A fully certified teacher shall be defined as one who holds a valid Michigan Teaching Certificate in the appropriate subject area(s).
 - a. For placement in a K-6 grade level position, a teacher must have elementary certification.
 - b. For placement in 7-8 grade level position, a teacher must:
 - (1) Meet those requirements for teaching in the subject areas as listed in the Accreditation Standards of the University of Michigan; or
 - (2) Have a minimum of fifteen (15) semester hours in that subject area; or

Article XVII - Reductions in Personnel and Annexation, Consolidation. (cont.)

- (3) Have four (4) years of successful teaching experience in the present assignment which will allow the teacher to retain current assignment in 7th or 8th grade as long as he completes six (6) semester hours of study per year toward acquiring a minor in that subject area; or
 - (4) Have taught eight (8) years or more in a subject area in the District at the 7th or 8th grade level.
- c. For placement in a 9-12 grade level position, a teacher must meet those requirements for teaching in the subject area as listed in the Accreditation Standards of the University of Michigan or have a minimum of fifteen (15) semester hours in that subject area.
 - d. A teacher who is certified for a position who possesses greater length of service than the teacher in the position shall be placed in the position provided he meets the educational requirements, as defined above, within one (1) year. It is expressly understood that the one (1) year period of grace shall be solely for the purpose of meeting the educational requirements necessary to assume a position. Failure to meet the educational requirements above shall not be cause for dismissal.
3. By October 1st of each year, the Board and Association shall jointly prepare a list, in reverse order of length of service, of all teachers currently employed by the Board. The list shall include each teacher's current certification. Any change in a teacher's certification shall be on file by October 1st of the current school year to be considered for purposes of this Article. Should two or more teachers have the same date of initial contract, the following shall determine placement on said list.
- a. Degree(s), and/or credit hours toward such degree(s), earned beyond BA or BS degrees.
 - b. Graduate credit hours not applied toward an advanced degree.
 - c. Non-graduate credit hours earned beyond BA or BS degrees.
 - d. If all factors are equal, a drawing shall be held to determine placement. The teachers involved and the Association shall be notified of the drawing in order that they may attend.

Article XVII - Reduction in Personnel and Annexation, Consolidation (cont.)

4. Length of service is defined as unbroken teaching service in the Kingston Community School system. Leaves of absence, with or without pay, and absence due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous service time.
5. Recall -- In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure, provided the teacher is certified and qualified for the position.
6. Length of service rights shall be lost by the teacher if the teacher does not return within ten (10) working days after notification when recalled from layoff.
7. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Agreement. However, such laid off teacher may continue insurance benefits by paying the monthly group rate premium for such benefits to the Superintendent's office, subject to the rules and regulations of the carrier. All benefits shall be reinstated in full upon re-employment.
8. The Board shall give no less than thirty (30) days notice to the teacher being laid off.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to try to maintain an adequate list of substitute teachers. Teachers shall be informed of local telephone numbers that may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. The teacher may express a preference for a particular substitute, but the final choice of employing the substitute shall continue to reside with the Board.
- B. No polygraph or lie detector device shall be used in any investigation of a teacher.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms herein. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The terms of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All regularly employed teachers shall have free admission to all school activities as proof of interest in students' extra-curricular activities, to observe children in an informal situation other than a classroom setting, and to assist in the supervision of children.

Article XVIII - Miscellaneous Provisions (continued)

- G. The Board will provide specialized teachers in the elementary and secondary school as the need arises and when recommended by the Superintendent. When such specialized teachers are added to the elementary program, the Board will give great consideration to art, music, physical education, remedial reading and full-time librarian.
- H. All elementary teachers shall be entitled to duty-free afternoon periods from twenty (20) to thirty (30) minutes in length. The teachers will release the students outside to the care of a parent or other adult hired for that purpose, and teachers agree to remain in the building and available during this period. In case of inclement weather, students will be supervised by teachers.
- Should a physical education teacher be available to the elementary staff, there will be no recess periods for classes on the day(s) that they are assigned to the physical education teachers.
- I. Teachers planning to retire will submit to the Board a written notice of intention to retire at least sixty (60) days (calendar) prior to the date of retirement.
- J. At least once each semester, teachers will participate in a parent-teacher conference as scheduled in the school calendar.
- K. Teachers who violate the provisions of this Agreement by reporting late for work or leaving school early for lunch or at the end of the day shall forfeit pay for the time involved.
- L. Teachers shall remain in school during conference periods. They will not leave the building without the principal's or his agent's knowledge and consent. Teachers shall forfeit pay for the time away from the building without the administrator's prior permission.

Article CVIII - Miscellaneous Provisions (continued)

- M. Teachers will not engage in Association activities during those hours when they are assigned to the classroom. Teachers who violate the provisions of this section shall forfeit pay for the time involved.
- N. Repeated violations of this Agreement by teachers shall be determined to constitute just cause as defined in the Tenure Act and violators may be suspended or dismissed.
- O. All conditions of employment as provided by contract or Board policy shall remain in effect unless modified by this Agreement.
- P. No vending machines shall be installed in any school building without the express consent of the building principal. In any event, permission may not be granted to any teacher organization other than the Association.
- Q. The Board will furnish to the Association the name, address, educational degree, certification, and prior teaching experience of all new teachers. This information will be given at the time that the new teacher signs a contract.
- R. All teachers hired new to the school system may be given partial or full credit on the salary schedule set forth in Schedule A for teaching experience in any school district in the State of Michigan or other public school district requiring a Michigan Teaching Certificate or states with a reciprocal Agreement with Michigan, the equivalent certificate.
- S. Pursuant to Public Act 244 of 1974, the Board shall continue to pay, on behalf of each teacher, the five (5%) percent employee's contribution to the Michigan Public School Employee's Retirement System and shall shall continue to pay for the duration of this Agreement.

Article XVIII - Miscellaneous Provisions (continued)

- T. Probationary teachers shall meet with their principal twice a month during the school year for the purpose of reviewing problems or potential problems faced by the probationary teachers in their daily classroom teaching. Such meetings shall be at the call of the principal and shall be a minimum of ten (10) minutes in length for the purpose of assisting the probationary teachers to complete their probationary period successfully. Records shall be kept on file in the respective principals' office including: dates, duration and signature of both parties. These meeting shall not be limited by the terms of Article IV, Section E.
- U. At the beginning of each school year, each teacher new to the system shall be assigned by their respective principal to a tenure teacher for the purpose of assisting and orienting them in their duties. The tenure teacher will assist the probationary teacher for the first three (3) weeks of the school year.
- V. 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.
- W. Teachers who must travel to another school within the District for the complete afternoon as part of their regular teaching schedule will be paid seventeen cents (\$0.17) per mile travel expense.

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

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

Article XVIII - Miscellaneous Provisions (continued)

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

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

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

- X. Any School Improvement/Site-Based Decision Making Plan implemented by the Kingston Community Schools shall not violate the current collective bargaining agreement. Participation in any SIP shall be encouraged and non-participation shall not be used as criteria for discipline, or discharge.

ARTICLE XIX
SCHOOL COUNSELORS

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

ARTICLE XX
SALARY SCHEDULE

A. Definitions:

1. A salary schedule is a printed statement of details stating specific dollar amounts for all steps appropriate to a given academic degree.
2. A salary schedule step is a specific dollar amount for a single level of schedule.
3. A year of service is a period of time equal to not more than a calendar year and not less than one academic semester (whichever is the greater) in which a teacher was employed in a full-time position covered by this Agreement.

B. Placement on Appropriate Salary Schedule

1. At the beginning of the school year, each teacher shall be placed on no more than one (1) salary schedule based on his highest academic degree credentials on file in the Personnel Office as of July 1st preceding the beginning of the school year.
2. Each teacher who cannot have his credentials in the Personnel Office before July 1st preceding the school year shall notify the Director of Personnel, in writing, of such conditions on or before May 1st of that year. Such teacher must submit the official credentials on or before September 20th of that year in order to be placed on the appropriate salary schedule. Each teacher who does not follow the above procedure will forfeit the advanced salary schedule placement for that year.
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. Beginning in the 1990-1991

Article XX - Salary Schedule (continued)

School Year, courses taken which are not on a planned advanced degree program must be approved by a committee consisting of the High School Principal and the President of the Association in order to be applied towards movement to the BA/BS+30 or BA/BS+50 rail.

4. Each salary schedule shall be deemed a separate entity, and the change from one salary schedule to another shall be a horizontal step movement in accordance with Section C below.

C. Placement of Salary Schedule Step

1. Placement on a salary schedule step within appropriate salary schedule for teachers who were on the last payroll of the first semester of the preceding school year (including the sabbatical leaves) shall be in accordance to the number of years of service granted them heretofore.
2. Each teacher in Section C (1) above and appointed for the current school year and who was not on the maximum salary step during the preceding school year shall move the next highest step within the appropriate salary schedule.
3. Each teacher who was at the maximum step during the preceding year shall remain at the maximum step during the duration of the Agreement.

- D. The annual salaries of teachers are set forth in Schedule A for the current year. The salary schedule shall be paid in full for working the hours, days, and work load as defined in the Agreement.

ARTICLE XXI

NO STRIKE CLAUSE

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

ARTICLE XXII

INSURANCE

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

Employees not electing MESSA-PAK Plan A, will select MESSA-PAK Plan B. coverage of the MESSA-PAK Kingston Variation shall be:

Plan A

Super Care 2 (1990-91)
Super Care 1 (1991-92)
Super Care 1 (1992-93)

LTD Plan 2; 60 calendar
day modified fill

\$2,500 monthly maximum

Delta Dental Plan A 006
75/60/75: \$1,200

Life - \$25,000 with AD&D
(increased to \$35,000 in 1991-92)

Vision - VSP 2

Plan B

LTD Plan 2; 60 calendar
day modified fill

\$2,500 monthly maximum

Delta Dental Plan E 007
80/80/80: \$1,300

Life - \$35,000 AD&D

Vision - VSP 3

- B. Although the Board, by payment of the premiums required for the insurance protection stated above, shall be relieved for all liability with respect to the benefits and coverage provided, and disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement, the Board agrees to present the policyholder's complaints to the above-named insurance companies in order to satisfactorily resolve any dispute over benefits and coverage.

- B. Although the Board, by payment of the premiums required for the insurance protection stated above, shall be relieved for all liability with respect to the benefits and coverage provided, and disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement, the Board agrees to present the policyholder's complaints to the above-named insurance companies in order to satisfactorily resolve any dispute over benefits and coverage.

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall be effective as of August 31, 1990 and shall continue in effect until the 31st of August, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

TRI-COUNTY BARGAINING ASSOCIATION

KINGSTON COMMUNITY SCHOOLS
BOARD OF EDUCATION

John H. Sloan Jr.
Mary Ann Saporack

James A. Green
Richard Brown
David W. Foley

SCHEDULE A
SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>1990-91 BA+20</u>	<u>MA or BA/BA+30</u>	<u>MA+20 or BA/BS+50</u>
1	20,679	21,038	22,302	22,947
2	22,055	22,415	23,688	24,334
3	23,429	23,789	25,074	25,718
4	24,807	25,166	26,459	27,105
5	26,182	26,541	27,845	28,490
6	27,558	27,919	29,229	29,875
7	28,933	29,294	30,615	31,260
8	30,311	30,670	32,001	32,647
9*	32,709	33,069	34,415	35,602
11	34,362	34,721	36,163	36,809

Longevity: Beginning 12th year - \$500

* Teachers who reach the ninth step will remain on it for two (2) years.

KINGSTON COMMUNITY SCHOOLS
SALARY SCHEDULE
1991-92

STEP =====	BA =====	BA+20 =====	MA or BA/BS+30 =====	MA+20 or BA/BS+30 =====
1	21,916	22,295	23,629	24,309
2	23,368	23,748	25,091	25,772
3	24,817	25,197	26,553	27,233
4	26,271	26,650	28,015	28,696
5	27,722	28,101	29,476	30,156
6	29,174	29,555	30,937	31,618
7	30,624	31,005	32,399	33,079
8	32,078	32,457	33,861	34,543
9*	34,608	34,987	36,408	37,090
11	36,352	36,731	38,252	38,933

Longevity: Beginning 12th year - \$500

* Teachers who reach the ninth step will remain on it for two (2) years.

KINGSTON COMMUNITY SCHOOLS
SALARY SCHEDULE
1992-93

STEP -----	BA -----	BA+20 -----	MA or BA/BS+30 -----	MA+20 or BA/BS+50 -----
1	23,122	23,521	24,928	25,646
2	24,653	25,054	26,471	27,190
3	26,182	26,583	28,013	28,731
4	27,716	28,116	29,555	30,274
5	29,247	29,646	31,098	31,815
6	30,778	31,180	32,639	33,357
7	32,309	32,710	34,181	34,898
8	33,843	34,242	35,723	36,443
9	36,511	36,912	38,410	39,130
10	38,351	38,751	40,355	41,074

Longevity: Beginning 12th year - \$500

SCHEDULE A-1

EXTRA PAY FOR EXTRA DUTIES

Athletic Director	10%
Assistant Athletic Director	5%
Varsity Football	10%
Assistant Varsity Football	7%
J.V. Football	7%
Assistant J.V. Football	5%
Jr. High Football	5%
Assistant Jr. High Football	4%
Varsity Basketball	10%
J.V. Basketball	7%
Freshman Basketball	5%
8th Grade Basketball	4%
7th Grade Basketball	4%
Varsity Baseball	7%
Assistant Varsity Baseball	4%
Varsity Track - Girls	7%
Boys	7%
Both	12%
Jr. High Track	5%
Cross Country	5%
Girls' Varsity Volleyball	6%
Girls' J. V. Volleyball	4%
Varsity Cheerleading	5%
J. V. Cheerleading	4%
Freshman Cheerleading	2%
Jr. High Cheerleading	3%
Girls' Softball	7%
Sr. Class Advisor (2)	\$400.00
Jr. Class Advisor (2)	\$400.00
10th Grade Advisor (2)	\$200.00
9th Grade Advisor (2)	\$200.00
8th Grade Advisor (2)	\$150.00

Schedule A-1 - Extra Pay for Extra Duties (continued)

7th Grade Advisor (2)	\$150.00
Academic Games Coach	\$200.00
Head Band Director*	10%
Assistant Band Director	6%
Yearbook Advisor	5%
Newspaper Advisor - if a regular class	1%
if not a regular class	3%
School Play (Fall & Spring)	
Approved Clubs	\$50.00
Driver's Training	\$12.50/hr. - 90-91
	\$13.00/hr. - 91-92
	\$13.50/hr. - 92-93
Elementary Librarian	5%
Elementary Intra-Murals	2%
Elementary Computer specialists	4%
Team Leaders/Department Coordinators	\$600.00

1. Amount stipulated figured on teacher's base salary and paid only if the activity is approved and authorized by the Board. New teachers, hired after August 1, 1990, will be paid by percentage of Step One in the first column on the salary schedule for any Schedule A-1 Duty which is compensated on a percentage basis. Teachers currently receiving Extra Pay will be compensated based upon the 1988-90 Agreement. Any teacher hired prior to August 1, 1990 who has appropriate experience will also be compensated for Extra Duty based upon the 1988-90 Agreement.
2. The duties set forth in this schedule shall continue to be bargaining unit work. Provided, however, in the event no unit member applies for or meets the qualifications for the position in existence as of August 27, 1988, 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-Ensembles and Band Festivals.

Schedule A-1 - Extra Pay for Extra Duties (continued)

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

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

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

1990-91 KINGSTON SCHOOL CALENDAR

AUGUST	3 Student Day - 4 Teacher Days
27	Teachers Only - All Day
28	Students AM Only; school dismissed at 11:30 am; teachers all day
29	First FULL DAY of attendance
31	NO SCHOOL - Labor Day Vacation
SEPTEMBER	19 Student Days and 19 Teacher Days
3	NO SCHOOL - Labor Day Vacation
4	School Resumes
OCTOBER	22 Student Days and 23 Teacher Days
19	NO SCHOOL - Teachers attend county in-service
NOVEMBER	20 Student Days and 20 Teacher Days
9	End of 1st Marking Period
20	Parent-Teacher Conferences; school dismissed at 12:40 Conferences - 1:00 pm - 4:00 pm and 5:00 pm - 8:00 pm
21	School dismissed at 12:40 pm (HS), 12:30 pm (Elem) - Thanksgiving Vacation Begins
26	School Resumes
DECEMBER	15 Student Days and 15 Teacher Days
21	School dismissed at 12:40 pm (HS), 12:30 pm (Elem) - Christmas Vacation Begins
JANUARY	21 Student Days and 21 Teacher Days
3	School Resumes
17	Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
18	Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem) End of 1st Semester
FEBRUARY	19 Student Days and 19 Teacher Days
25	NO SCHOOL - Mid-Winter Break
MARCH	20 Student Days and 20 Teacher Days
28	End of 3rd Marking Period
29	NO SCHOOL - GOOD FRIDAY - Easter Vacation Begins
APRIL	17 Student Days and 17 Teacher Days
8	School Resumes

MAY 22 Student Days and 22 Teacher Days

27 NO SCHOOL - Memorial Day Vacation

28 School Resumes

JUNE 2 Student Days and 2 Teacher Days

3 Final Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)

4 Final Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)

1991-92 KINGSTON SCHOOL CALENDAR

- AUGUST** 3 Student Days and 4 Teacher Days
- 26 Teachers Only - All Day
 - 27 Students Early Dismissal Day - School Dismissed at 12:40 pm (HS)
12:30 pm (ELEM); teachers all day
 - 28 First FULL DAY of attendance
 - 30 NO SCHOOL - Labor Day Vacation
- SEPTEMBER** 20 Student Days and 20 Teacher Days
- 2 NO SCHOOL - Labor Day Vacation
 - 3 School Resumes
- OCTOBER** 22 Student Days and 23 Teacher Days
- TBA NO SCHOOL - Teachers attend county in-service
- NOVEMBER** 19 Student Days and 19 Teacher Days
- 8 End of 1st Marking Period
 - 19 Parent-Teacher Conferences; school dismissed at 12:40 pm (HS),
12:30 pm (Elem).
Conferences 1:00 pm - 4:00 pm and 5:00 pm - 8:00 pm
 - 20 School dismissed at 1:20 pm (HS) 1:10 pm (Elem) - Teachers and
students
 - 27 School dismissed at 12:40 pm (HS), 12:30 pm (Elem) -
Thanksgiving Vacation Begins
- DECEMBER** 15 Student Days and 15 Teacher Days
- 2 School Resumes
 - 20 School dismissed at 12:40 pm (HS), 12:30 pm (Elem)
Christmas Vacation Begins
- JANUARY** 20 Student Days and 20 Teacher Days
- 6 School Resumes
 - 23 Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
 - 24 Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
End of 1st Semester
- FEBRUARY** 19 Student Days and 19 Teacher Days
- 24 NO SCHOOL - Mid-Winter Break
- MARCH** 22 Student Days and 22 Teacher Days
- 27 End of 3rd Marking Period

17th
⑤

- APRIL** 16 Student Days and 16 Teacher Days
- 13 NO SCHOOL - GOOD FRIDAY - Easter Vacation Begins
 - 21 School Resumes
- MAY** 20 Student Days and 20 Teacher Days
- 25 NO SCHOOL - Memorial Day Vacation
 - 26 School Resumes
- JUNE** 4 Student Days and 4 Teacher Days
- 3 Final Exams - Students dismissed at 12:40 pm (HS) 12:30 pm (Elem)
 - 4 Final Exams - Students dismissed at 12:40 pm (HS) 12:30 pm (Elem)
Last day for students and teachers

1992-93 KINGSTON SCHOOL CALENDAR

- AUGUST** 5 Student Days and 6 Teacher Days
- 24 Teachers Only - All Day
 25 Student Early Dismissal Day - School dismissed at 12:40 pm (HS)
 12:30 pm (Elem), Teachers all day
 26 First FULL DAY of attendance
- SEPTEMBER** 20 Student Days and 20 Teacher Days
- 6 NO SCHOOL - Labor Day Vacation Begins
 7 NO SCHOOL - Labor Day Vacation
- OCTOBER** 21 Student Days and 21 Teacher Days
- TBA NO SCHOOL - Teachers attend county in-service
 30 End of 1st Marking Period
- NOVEMBER** 19 Student Days and 19 Teacher Days
- 10 Parent-Teacher Conferences; school dismissed at 12:40 pm (HS)
 12:30 pm (Elem)
 Conferences - 1:00 pm - 4:00 pm and 5:00 pm - 8:00 pm
 11 School dismissed at 12:40 pm (HS) 12:30 pm (Elem). Teachers and
 students.
 25 School dismissed at 12:40 pm (HS) 12:30 pm (Elem)
 Thanksgiving Vacation Begins
 30 School Resumes
- DECEMBER** 14 Student Days and 14 Teacher Days
- 18 School dismissed at 12:40 pm (HS) 12:30 pm (Elem)
 Christmas Vacation Begins
- JANUARY** 20 Student Days and 20 Teacher Days
- 4 School Resumes
 21 Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
 22 Semester Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
 End of 1st Semester
- FEBRUARY** 19 Student Days and 19 Teacher Days
- 22 NO SCHOOL - Mid-Winter Break
- MARCH** 23 Student Days and 23 Teacher Days
- 26 End of 3rd Marking Period

APRIL 16 Teacher Days and 16 Student Days

9 NO SCHOOL - GOOD FRIDAY - Easter Vacation Begins
19 School Resumes

MAY 20 Student Days and 20 Teacher Days

31 NO SCHOOL - Memorial Day Vacation

JUNE 3 Student Days and 3 Teacher Days

1 School Resumes
2 Final Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
3 Final Exams - Students dismissed at 1:20 pm (HS) 1:10 pm (Elem)
Last day for students and teachers

Calendar (continued)

Snow Days

Beginning with the 1986-87 school year, there shall be a minimum of 178 actual days of student instruction and a total of 182 teacher work days. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure that there are a minimum of one hundred seventy-eight (178) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

1. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix A.
2. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
 - a. Use his or her personal leave
 - b. Use his or her sick leave or
 - c. apply for unpaid leave time.
4. 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.



