

MASTER AGREEMENT
BETWEEN THE
HOMER BOARD OF EDUCATION
AND THE
HOMER EDUCATION ASSOCIATION

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2004-2007



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04-00-00 RECOGNITION AND CONTINUITY OF OPERATIONS

04-16-00

04-04-00 The Board of Education of Homer Community Schools recognizes the Homer Education Association as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947 as amended, for the following described bargaining unit:

04-04-04 All full-time and regularly employed part-time certified teachers, non-certified teachers as hereinafter provided, (See 28-48-00), employed by the Board, excluding therefrom substitute teachers and supervisors such as the Superintendent of Schools, Administrative Assistants, Business Managers, Principals, Assistant Principals, Instructional Leaders, Community School Directors, and all non-certified employees.

04-08-00 The Board agrees not to negotiate with, or recognize any teachers' organization other than the Association for the above described bargaining unit for the duration of this agreement.

04-12-00 The Association agrees that it will not, during the period of this agreement, directly or indirectly, engage in, or assist in any strike against the Homer Community School, as defined by Section I of the Public Employment Relations Act.

04-16-00 The Board and the Association agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

08-00-00

08-34-00 **DEFINITION OF TERMS**

08-04-00 The term "teacher" when used in this agreement, shall refer to all employees in the bargaining unit represented by the Association.

08-08-00 Any reference to male teachers shall include female teachers.

08-12-00 The term "Board" shall include its officers and members and/or its agents.

08-16-00 The term "days" when used in the grievance procedure of this agreement, shall be teacher workdays.

08-22-00 (See) - reference numbers following all articles and sections in contract are for purpose of ease of contract use and not to tie one section's meaning to another.

08-34-00 A "preparation" is an assignment to teach a specific subject; i.e. multiple sections of the same subject are the same preparation.

12-00-00

12-32-04 PAYROLL DEDUCTIONS

12-04-00 In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

12-04-04 Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures. Such bargaining unit members shall sign and deliver to the Superintendent or his designated agent an assignment (Form Appendix A) authorizing deduction of membership dues of the Association and its affiliates, or pay in one payment by October First of each year.

12-04-08 Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. Bargaining unit members paying the Service Fee shall sign and deliver to the Superintendent or his designated agent an assignment (Form Appendix A) authorizing deduction of the Service Fee, or shall pay the Service Fee directly to the Association.

12-04-12 Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association, according to the following procedure:

12-04-12-02 The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the Service Fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent dues or Service Fee are paid or properly executed deduction form is tenured within fourteen days, he shall be reported to the School and a deduction shall be made from his/her salary pursuant to Act 390, Public Acts of 1978.

12-04-12-04 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 School at the end of the fourteen day period:

The Association certifies that _____ has failed to tender the dues or periodic Service Fee required under the Master

Agreement and demands that, under the terms of this Agreement, the School deduct the delinquent Service Fees or dues from the collective bargaining unit member's salary.

- 12-04-12-06 The School upon receipt of said notice and request for deduction, shall act pursuant to 12-04-12 above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.
- 12-04-12-08 With respect to all sums deducted by the School pursuant to this article the School agrees to promptly disburse said sums directly to the Association.
- 12-08-00 Regular dues for membership in the Association and its affiliates shall be deducted together, as one deduction, or in ten (10) equal monthly installments.
- 12-12-00 Dues authorizations filed with the Superintendent on or before the 10th day of September, shall become effective with the first scheduled dues deduction of that school year. Dues authorizations filed after the 10th day of September shall be deducted from each bi-weekly pay period of the second semester.
- 12-16-00 Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing signed by the teacher is filed with the Superintendent by the Treasurer.
- 12-20-00 The Association shall, on or before the 15th day of September, give written notification to the Superintendent of the amount of the professional dues to be deducted in the coming school year. The amounts of deductions for those dues shall not be subject to change during the school year.
- 12-24-00 Dues deductions shall be transmitted by the Superintendent to the Treasurer of the Homer Education Association within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of other professional dues paid to it.
- 12-28-00 The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, when such deduction is in excess of the proper amount.
- 12-30-00 Save Harmless Clause. In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- 12-30-00-02 The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- 12-30-00-04 The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining, witnesses, and making relevant information available.
- 12-30-00-06 The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- 12-30-04 Any unemployment cost due by the Board of Education as a result of articles 12-04-00 through 12-28-00 (inclusive) will be reimbursed in full by the Association.
- 12-32-00 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, and charitable donations when said programs and methods of deduction have been jointly approved by the Association and the Board.
- 12-32-04 The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

16-00-00

16-84-00 TEACHER AND ASSOCIATION RIGHTS AND PROTECTION

16-04-00 Pursuant to Act 336 of 1947, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together, to form, to join or to assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation, or bargaining, or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the employment of any of the rights covered by Act 336 of P.A. of 1947, as amended, or other laws of the State of Michigan, or the Constitutions of the State of Michigan or of the United States, that it will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership or non-membership in the Association, his participation or refraining from participation in any lawful activities of the Association, or in collective professional negotiations with the Board, or of his institution of any lawful proceedings or grievance pursuant to this contract or any proceeding pursuant to law.

16-08-00 Each teacher shall have the right, upon request, to review the contents of the personnel file maintained about him by the school system. The review(s) will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals and previous employers are specifically exempted from such review. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

16-08-02 Each teacher's personnel file shall contain the following:

tri-annual TB report and required medical information
all teacher evaluation reports
copies of annual contracts
teacher certificate and transcript of academic records
tenure recommendation

Also see 28-28-00

16-10-00 No material other than privileged information may be placed in a teacher's personal file without allowing that teacher an opportunity to include a response to permanently remain therein. The above items of information will all be available in one file.

16-10-02 The school will notify the teacher of any request to examine a teacher's personnel file.

- 16-12-00 In any act of teacher discipline other than those occurring in response to a situation of the moment, the following due process will apply:
- 16-12-04 Any act of discipline will be done in private unless the employee requests otherwise.
- 16-12-06 No teacher shall be disciplined without just cause. However, just cause shall not apply to the non-renewal of a probationary teacher. Any discipline shall be done in a fair and impartial manner.
- 16-12-08 All information forming the basis for disciplinary action will be made available to the teacher.
- 16-12-12 At the teacher's request, an Association representative may be present at the meeting and the meeting will not continue until the Association representative is present.
- 16-16-00 In any act of teacher discipline, which may result in demotion, loss of pay, position, or material being placed in the teacher's personnel file, the following conditions will apply:
- 16-16-04 Prior to the meeting, the teacher is to be informed in writing of the nature of the meeting and of the substance of the difficulty.
- 16-16-08 During the meeting, the teacher shall have the right to make a defense and be informed of possible consequences.
- 16-16-12 If any action takes place, the teacher will be notified in writing within ten days (except when the situation is dependent on the outcome of a civil or criminal trial).
- 16-16-16 Any act of written discipline is grievable except as prohibited in this agreement.
- See also 60-04-20 Tenure Act
- 16-20-00 The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, or marital status.
- 16-24-00 Members of the faculty shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety, or well being. It is the responsibility of the teacher to inform the administration of a condition perceived as being hazardous or unsafe.
- 16-28-00 All teachers shall be given written notice of their schedules for the forthcoming year no later than the first day of August. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of the school year, unless an emergency

situation requires same, and the Association shall be notified in each instance.

- 16-32-00 When the schools are closed to students due to an act of God, teachers shall not be required to report for duty.
- 16-32-02 When school is delayed, teachers shall not be required to report during the period of the delay, unless requested by the Superintendent.
- 16-36-00 The Association and its members shall have the right to use a room in one of the school buildings upon prior approval of the building Instructional Leader or Board agent, without rental fee except that the Association will be required to pay for any extra custodial expense, if it results from said meetings.
- 16-40-00 The Board agrees to make available to the Association, in response to reasonable requests, all available public information and to provide within seven (7) days of hire the name and address of any new teacher.
- 16-48-00 The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in the teachers' lounges, and to use school mail services. This does not include postage.
- 16-52-00 The Board specifically recognizes the right of its teachers to appropriately invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.
- 16-56-00 The Association shall have the right to use school equipment on school premises, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for any damage to said equipment while in its charge.
- 16-60-00 No teacher shall be prohibited from wearing insignia pins or other reasonable indicia of membership in a professional organization either on or off the school premises.
- 16-62-00 No teacher will be required to attend or endorse political or religious meetings.
- 16-64-00 It is recognized that teachers can best function in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

- 16-64-02 Credit in a specific subject will only be given by teachers certified to teach that subject.
- 16-64-04 Once a student receives a grade and/or credit in a class, that grade and/or credit will not be changed or altered by the Administration or Board without the knowledge of the teacher or HEA Board of Governors. If the teacher does not agree with the change/alteration, the teacher may file a written objection with the building Instructional Leader before the change is made and have the objection placed in his/her personnel file. Further, in cases where students' grade/credit has been changed or altered by the Administration or the Board, the District agrees to accept full responsibility.
- 16-68-00 Any assignment other than regularly scheduled classroom teaching and conference periods shall not be obligatory, but shall be with the consent of the teacher (except for the extracurricular band position which shall be obligatory for the instrumental music teacher who shall perform the duties delineated in Section 76-08-12).
- 16-68-02 Mentor teacher is a voluntary position. Mentor teachers will:
- be tenured teachers with at least 3 years in the district.
 - be teaching in the subject area if possible.
 - have training in professional development providing it is available.
 - will be given adequate time resources and support in their role as mentor.
 - teachers will not be part of the evaluation process
 - it is possible for a new teacher to have more than one mentor
- 16-68-04 Administrators may request teachers to assume hall duties for the purpose of supervision between classes and immediately before and after school.
- 16-72-00 A reasonable effort shall be made to avoid returning sick students to the classroom.
- 16-76-00 No teacher shall be required to sign any public notice.
- 16-80-00 No teacher shall be required to sign, file, carry or submit any forms, memorandums, etc. not provided for in this contract; required by law, required for normal payroll activities, or requested for the normal day to day operations of the school.
- 16-82-00 Administrators shall address teachers' concerns within a reasonable period of time.

16-82-02 Teachers have the right to ask administrators for school related information and be treated in a courteous manner.

16-84-00 Duties required of some teachers shall be required of all teachers with a similar level, designation, or job description.

20-00-00

20-40-00 TEACHER AND ASSOCIATION RESPONSIBILITIES

20-04-00 Each teacher shall report to his/her classroom or duty station at least ten (10) minutes before the beginning of the normal pupil school day and remain in the school, subject to administrative directive, fifteen (15) minutes after the end of the normal pupil day. The teacher shall remain an additional fifteen (15) minutes daily for any pre-scheduled conference, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end immediately following the normal bus departure.

20-08-00 Each teacher shall be required to attend parent-teacher conferences unless uncontrollable circumstances intervene and permission is granted by the teacher's immediate supervisor. During parent-teacher conferences business days may be granted reluctantly and the teacher must indicate his reasons for requesting same, and will accept the burden of arranging an alternate time for the conference with the parents.

20-12-00 Each teacher shall maintain with the office of the Superintendent of Schools the current correct address and telephone number which may be used to contact him in emergency matters or in the event of layoff.

20-16-00 Every teacher employed by the Board must have a valid teaching certificate. This certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.

20-20-00 Each teacher shall assume authority or take appropriate action for student misconduct on school property or at school sponsored events off the school property.

20-24-00 Any injury which arises out of, or occurs in, the course of employment of a teacher shall be promptly reported to the Instructional Leader. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed.

20-28-00 Teachers are expected to comply with rules, regulations, and policies adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement.

See also 28-32-00

20-32-00 Care of property and safety of pupils. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property, and teachers are individually liable to pupils and/or parents for injury in the case of negligence.

20-36-00 See Sec. 56-12-00 Notification of Illness

20-40-00 The teachers are encouraged to make a diligent effort to maintain standards equal to those required by the North Central Secondary School Association.

See Also 28-40-00

24-00-00

24-04-20 RIGHTS RESERVED TO THE BOARD

24-04-00 The Board hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:

24-04-04 To the executive management and administrative control of the school system and its properties and facilities, and the assignments of its employees.

24-04-08 To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

24-04-12 To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

24-04-16 To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

24-04-20 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

- 28-00-00
- 28-48-00 BOARD RESPONSIBILITIES
- 28-04-00 The Board agrees to provide:
- 28-04-04 A separate desk for each teacher in the district.
- 28-04-08 Suitable closet space for teachers to store coats, overshoes, personal articles.
- 28-04-12 Adequate chalkboard space in every classroom.
- 28-04-16 Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- 28-04-20 A dictionary in every classroom.
- 28-04-24 Adequate storage space in each classroom for instructional materials.
- 28-04-28 Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- 28-04-32 A gym uniform for physical education teachers, a smock for art and home economic teachers, a *laboratory coat* for laboratory science teachers. Said items shall be returned at the close of the school year.
- 28-04-36 Adequate off-street parking facilities adjacent to the school at all buildings.
- 28-04-40 Telephone facilities for teachers reasonable use. Such phones are not to be connected to any extension except the switchboard or central console equipment.
- 28-04-44 Adequate typing, duplicating, stencil and mimeographing facilities, and clerical personnel at each school to aid teachers in the preparation of instructional materials.
- 28-04-48 Each faculty member, at his request, with an outside door school key.
- 28-08-00 The board agrees to be responsible to:
- 28-08-04 Acquire substitutes, if available, for absent teachers. Administrators may assume the role of an absent teacher.
- 28-08-08 Maintain safe, clean facilities for teachers and pupils.
- 28-08-12 Maintain each classroom at no less than 65 Fahrenheit at floor level, with

the exception of Grades K-3, where the minimum will be 68, except during periods of fuel curtailments. The Board will abide by state and/or federal government requirements relative to energy use in public buildings.

28-12-00 The Board shall place on the agenda of each regular Board meeting under "New Business" any matter brought to its consideration by the Association, so long as those matters are made known to the Superintendent's office four (4) days prior to said regular meeting.

28-16-00 The Board agrees to relieve the faculty of clerical work, cafeteria patrol, and playground duty. Lunchroom supervision for the high school may be provided by a high school teacher on the following basis: The Board shall attempt to solicit a volunteer for the position. Should no teacher volunteer for said position the assignment shall be made on a rotating basis among high school teachers. The lunchroom supervisor shall have the support of the present student discipline code with the cooperation of the Instructional leader.

See Also 76-12-00
36-12-08

28-20-00 The Board agrees to continue to reserve the present three rooms which are reserved for the use of faculty, unless room for room changes are mutually agreed upon by the Association and the Board.

28-24-00 If any teacher is complained against or sued as a result of action taken by the teacher while in pursuit of his employment, the Administration will immediately investigate. Within 24 hours of the completion of the investigation, the Administration will inform the teacher of its findings and recommendations. If the teacher so desires, this investigation will include a full and complete Board hearing with the accused and original accuser hearing both sides. The teacher would also be allowed to call in relevant witnesses. If the Board determines that the teacher acted within his rights and used good judgement, they will take appropriate action to support the teacher. The Board is not required to act where the Tenure Act applies.

28-28-00 Any complaints directed against a teacher shall be promptly called to that teacher's attention if considered serious enough to be included in that teacher's personnel file.

See Also 16-08-00

28-32-00 At the beginning of each teacher's employment, the Board will furnish all current Board and/or administrative policies affecting teachers. Any revision or additions will be published and distributed to all teachers as soon as possible. The Association will be provided a complete copy of all current Board policies.

See Also 20-28-00

28-36-00 The Board shall supply appropriate texts, Library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials.

28-40-00 The Board is encouraged to make a diligent effort to maintain standards equal to those required by the North Central Secondary Schools Association.

See Also 20-40-00

28-44-00 The Board agrees to appropriate the funding for the teacher in-service through the life of this contract. The type and scope of the in-service training will be decided by the Association In-service Committee and the Administration.

28-48-00 The teachers employed by the Board for regular classroom teaching assignments except vocational teachers holding a special vocational certificate, shall have a bachelor's degree from an accredited university or college and a life, provisional, permanent, or continuing teaching certificate valid in the State of Michigan, except in the areas of vocational, science, mathematics or computers when a certified teacher cannot be obtained. When employing non-certified teachers, the Board will follow all state laws, rules or procedures pertaining to the employment of such teachers. It is understood that such teachers shall be members of the bargaining unit and shall be subject to all the terms and conditions of this Agreement, except as specifically provided herein.

32-00-00

32-24-00 **TEACHER EVALUATION**

32-04-00 Tenured teachers will be evaluated on at least a two-year cycle. This evaluation will be done by a member of the Administration who personally observed the teacher for at least thirty (30) consecutive minutes, and who did so with the full knowledge of the teacher being observed. At least one such evaluation shall not be made during the two (2) days immediately preceding or following a vacation.

32-08-00 Probationary teachers shall be evaluated at least three (3) times a year; the first time by December 1, and the other two times by April 1.

32-12-00 Two (2) copies of the written evaluation shall be submitted to the teacher at the time of a personal interview held within ten (10) days of the evaluation; one to be signed and returned to the Administration, and the other to be retained by the teacher.

32-16-00 In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them permanently attached to the evaluation report to be placed in his personal file.

32-20-00 Standardized test results of student academic progress shall not be used as the sole criterion in evaluating the quality of a teacher's service or fitness for retention.

32-24-00 Disciplinary action shall not be referred to in an evaluation.

36-00-00

36-12-08 STUDENT DISCIPLINE AND SPECIAL PROGRAMS

36-04-00 Student Discipline- The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property, and at all school sponsored functions. Building administrators have the responsibility to notify receiving teachers when a student enrolls in Homer District with past incidents of known repetitive assaultive behavior or expulsion due to a weapons violation. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise his instructional leader; if the instructional leader concurs, reasonable steps shall be taken to provide such special attention as is required. Control and discipline of the classroom is a responsibility of every teacher.

36-08-00 A teacher may use such physical force as is necessary, as provided by law, for the purpose of maintaining proper discipline over the pupil in attendance at school or at school functions.

36-12-00 A teacher may exclude a pupil from class when the continued presence of the student in the classroom becomes intolerable. In such cases, the teacher will furnish the Instructional Leader, as promptly as his teaching obligation will allow, full particulars of the problem in writing. The pupil shall not be returned to the class until after private consultation between the Administrator and the teacher.

See Also 40-04-00 Assault

36-12-04 When a student's behavior at any extra curricular activity becomes intolerable, the teacher in charge may exclude the student from the activity. In such cases, the teacher will furnish the Instructional Leader, as promptly as the situation allows, full particulars of the problem in writing. The student will not be allowed to participate in the activity until the Instructional Leader resolves the problem following established policy.

36-12-08 A teacher while maintaining control and discipline during the school day outside of the classroom may direct a disruptive student to the Instructional Leader's office. In such cases the teacher will furnish the Instructional Leader as soon as the situation allows, full particulars of the problem in writing. The Instructional Leader will resolve the problem according to established policy.

40-00-00

40-12-00 ASSAULT

40-04-00 Any case of assault upon a teacher which had its inception in a school centered problem shall be immediately reported to the Board or its designated representative. A written description of the incident shall follow within twenty-four (24) hours unless it is physically impossible to inform the school or have them informed. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision, prior to being carried out, shall be communicated to and discussed with the teacher concerned.

See Also 28-24-00

40-08-00 If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

40-12-00 If, in an assault, (as in 40-04-00) the Board determines that the teacher assaulted has acted within his rights, the teacher will be paid the difference between Worker's Compensation and their regular salary (not to exceed ten (10) months) with no loss of sick leave time as a result of any disabling injury incurred during the assault. In the event of a disabling injury arising out of an assault which occurred because the teacher was not acting within his rights, accumulative sick leave may be used.

See Also 56-00-00 Sick Leave

44-00-00

44-36-02

CLASS LOADS AND RESTRICTIONS

44-04-00

Both the Board and the Association recognize that, providing classrooms and finances are available, the individual class loads in the middle and high school should be less than 31 pupils; that the study halls should not have a ratio larger than 55 pupils to one teacher or teacher's aide; and that the class loads of band, music, and physical education depend somewhat on the physical facilities available. In lab classes (i.e. agricultural, woodshop, art, etc.) the Board will attempt to maintain smaller class sizes. In the high school and middle school the assignment of more than one (1) preparation per class period shall be cooperatively developed between the Instructional Leader and the teacher involved. In a double preparation class such as Spanish I and II or Art I and Art II, class size may not exceed 23 students without permission of the instructor.

44-08-00

Teachers will be assigned to elementary buildings in sufficient number to attempt to keep the enrollment per room 30 or under, provided classrooms and finances are available. The planning of split grades shall be cooperatively developed by the Instructional Leader and the teacher involved.

44-10-00

The parties recognize that students mainstreamed into a regular classroom who have learning disabilities will occasionally warrant special attention of the teacher and the administration agrees to make every effort to adjust class loads accordingly. Special education teachers will notify teachers of any students with special needs.

44-12-00

It is also understood that there may be some classes scheduled before and/or after the normal pupil school day. This paragraph does not exclude mutual agreement between teachers and Board under which a teacher may teach a class before or after a normal pupil day. This mutual agreement shall be in conformity with the twenty-five (25) hour pupil contact in the classroom per week set forth below.

See Also 20-04-00 Teaching Day

44-16-00

The normal weekly teaching load in the Homer Community School will not exceed an average of twenty-five (25) hours of pupil contact in the classroom per week. Assignment of a supervised study period shall be considered a teaching period for the purposes of this section. If a teacher's schedule is less than twenty-five (25) hours of pupil contact per week, he will be expected upon occasion to participate in a "rainy day" supervision schedule. The twenty-five (25) hour average week should not be violated. A four (4) week average of one hundred (100) hours will not be violated.

- 44-16-04 Under no circumstances shall junior or senior high teachers have more than five (5) class preparations per day.
- 44-16-08 A teacher's day shall not be longer than seven (7) consecutive hours.
- 44-20-00 No teacher shall be assigned, except temporarily and for good cause, outside the scope of his teaching certificates or his major or minor fields of study. It is expressly understood that the assignments made by the administrative staff may in some instances require a teacher to be temporarily assigned outside these areas. However, they shall not make assignments for a longer period than to the end of the current semester except with the consent of the teacher.
- 44-24-00 It is agreed that curriculum meetings, staff meetings, department meetings, grade level meetings, and meetings scheduled with parents (other than regularly scheduled parent-teacher conferences) shall not exceed thirty (30) hours per year. It is expected that all teachers shall be in attendance at any meeting called by their Instructional Leader or Superintendent. This language does not prohibit a teacher from working in excess of thirty (30) hours.
- 44-24-04 It is recognized that teachers and students can best function when interruptions are kept to a minimum. Therefore, efforts shall be made on the part of administrators to communicate information and announcements of importance to staff on a daily basis in a manner designed to minimize interruptions.
- 44-26-00 The administration will make every attempt to give one week's notice before events that remove a group of students from class or alter the instruction time designated to a class. (i.e. assemblies, field trips, meetings, testing, etc.) This does not prohibit emergency situations.
- 44-26-02 Parents, guardians and/or agents of students are welcome in classrooms but they need to realize their presence may alter the educational environment. Therefore, visits and observations will be agreed on at least 48 hours in advance.
- 44-28-00 All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than forty (40) minutes. Elementary teachers will be provided two (2) twenty (20) minute conference and preparation periods each day. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. When reasonably possible, schedules for specialists will be coordinated so as to spread the teacher's relief time evenly throughout the week. Teachers of music, art, and the librarians, reading consultants, counselors, and all special education teachers shall be provided with preparation time in the

same proportion as other teachers in the district. No departure from these norms, except in cases of emergency, shall be made without prior consultation with the Association.

- 44-30-00 Preparation and conference periods should be used for classroom related activities and planning and are considered an assignment.
- 44-32-08 Full-time middle and high school teachers shall be provided with one preparation period per day of the same length as a regular class period.
- 44-34-00 Classes requiring a teacher to travel between buildings will be scheduled to allow a greater amount of traveling time than classes in the same building.
- 44-36-00 The Board will make every attempt to limit student participation in correspondence courses and independent studies.
- 44-36-02 No student should receive more than one (1) credit per year in the following: correspondence courses, independent studies, hall monitoring, student assistantships, cafetorium helpers.

46-00-00 LEAST RESTRICTIVE ENVIRONMENT

46-12-04

46-12-04 STATEMENT OF PHILOSOPHY

In order to provide the least restrictive environment (LRE) for students with disabilities the District will offer a continuum of services. Whenever it is educationally beneficial to students with disabilities, they will be placed in regular education classes.

46-04-00 LOCAL DISTRICT PLANNING

Upon signing of this Agreement, Employer shall meet with the appropriate Association committee within thirty days as designated by the Association and advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the least restrictive environment (LRE) concept throughout the District, or any portion thereof. Whether such planning has commenced or not, from the signing of this Agreement forward, whenever such planning activities occur, the Employer shall assure that the Association shall be a participant in any planning process involving the District, as well as in the formulation and presentation of the Employer's position as a part of any such planning activities involving the Intermediate School District.

46-04-02 In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

46-04-04 Such participation shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

46-06-00 IEPT/MET PARTICIPATION

Whenever it is known in advance that a bargaining unit member will be providing instructional or other services to a student with disabilities in a regular education classroom setting he/she shall be invited, in writing, to participate in the individual educational planning team (IEPT) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Employer, the member may choose not to do so. Whenever a bargaining unit member responsible for instructing a student with disabilities has reason to believe that the student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the teacher may request that an IEPT be convened. All such requests will be honored, and the IEPT

will be convened forthwith. The requesting teacher shall be invited to attend.

46-08-00 SUPPORT FOR REGULAR EDUCATIONAL PERSONNEL

The parties recognize the extent to which a student with disabilities can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the student with disabilities.

46-08-02 Accordingly, in order to assure that the student with disabilities will be allowed to participate in regular education programs and services to the maximum extent appropriate, no bargaining unit member teaching regular education class shall be required to accept a student with disabilities within the class unless:

46-08-02-02 The student's individual educational plan (IEP) specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the individual educational planning committee (IEPT) to satisfactorily achieve educating the student in the regular education class; Employer has previously provided or agrees to provide forthwith in-service training to the teacher regarding the instruction and behavioral management of student with disabilities (except speech and language impaired students) in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying disabling conditions.

46-08-02-06 If the teacher has cause to believe that the participation by a student with disabilities in the regular education class significantly disrupts or has a negative impact on the educational process for the student with disabilities or other students in the class, the teacher may invoke the review process outlined in Part 4 of this section.

46-08-02-08 Review Process

When problems arise as a result of the bargaining unit member's attempt to implement the least restrictive environment mandate, the member will discuss these problems with appropriate personnel at the building level in the interest of resolving them. In the event such problems remain unresolved following discussions at the building level such problems shall be referred to the LRE Review Committee.

46-08-04 LRE Review Committee

An LRE Review Committee is hereby established. The Committee shall be empowered to receive, review and respond to requests of any bargaining unit member regarding assistance desired in resolving

problems arising out of the member's attempt to implement the least restrictive environment mandate.

46-08-06 The Committee shall be composed of an equal number of representatives of the Association and the District. The Committee shall not exceed 8 members. If the recommendation of the Committee can be implemented without recalling the IEPT the recommendation will be implemented in accordance with the agreed upon timeline. If the recommendation of the Committee cannot be implemented without recalling the IEPT, an IEPT will be convened forthwith, and the recommendation of the Committee shall be the recommendation of the parties to this agreement at the IEPC to be considered by all IEPT participants in making their determination.

46-08-08 If a majority of the LRE Committee is unable to agree upon a solution to the problem(s) at the request of either party the issue shall be submitted to a neutral third party agreed to by the parties for review. For purposes of this provision the following shall apply:

46-08-08-02 Absent exceptional cause, the third party recommendation shall be implemented unless such recommendation would require reconvening the IEPT.

46-08-08-04 If the recommendation of the third party would require reconvening the IEPC the recommendation shall be advisory to the IEPC and shall be the recommendation of the parties to this agreement at the IEPC to be considered by all IEPC participants in making their determination.

46-10-00 ACCOUNTABILITY/LIABILITY

Bargaining unit members shall be held accountable for awareness and implementation of the IEP of students with disabilities where appropriate. No bargaining unit member shall be held accountable if a student with disabilities, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.

46-12-00 SCHOOL HEALTH SERVICES

No bargaining unit member shall be required to provide school health services.

46-12-02 For the purposes of this Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 33.17001).

46-12-04 No bargaining unit member shall be required to provide services where to do so would cause the member to touch or view the genital area of a student.

48-00-00

48-16-00 VACANCIES AND EMPLOYMENT

48-02-00 A vacancy shall be defined as a new position not previously in existence or one that opens due to a resignation, retirement, or termination and is intended to be filled as a permanent position.

48-04-00 Whenever any permanent bargaining unit vacancy or an additional duty in this contract in provision 76-08-88, et seq., occurs in the District, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and if the vacancy occurs during the school year, provide for appropriate posting of the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of ten (10) days before being permanently filled. Teachers may apply in writing to the respective administrative office within the ten (10) day period. Bargaining unit members will be interviewed. The seniority of bargaining unit applicants will be considered in filling the vacancy when all other factors are equal. Non-bargaining unit applicants will be considered after all bargaining unit applicants have been interviewed and considered. Within five (5) days of the Board's decision to fill or not fill a vacancy, any bargaining unit applicant who is rejected will, if requested, receive a written explanation of the grounds for his/her rejection.

48-06-00 The Board will post all vacancies, but reserves the right to approve or not approve any or all applicants.

48-08-00 Assignments for the Adult Education, Driver Education, and Summer School programs will be made on the basis of preference to tenured and qualified Homer teachers who apply for the positions.

48-12-00 Beginning in the 1986-87 school year, when an experienced teacher enters the school system, each year of previous experience up to and including 5 years of experience, will be allowed in transfer to Homer Schools. Additional years of experience credit, up to the top step of any appropriate column of the salary schedule, may be granted at the discretion of the Board of Education.

48-16-00 New positions not covered by this contract may be established by the Board during the term of this contract, but new positions shall not be established with the intent of eliminating persons from present positions. Conditions for new positions shall be negotiated prior to their establishment.

52-00-00

52-08-00 HEALTH OF TEACHERS

52-04-00 The Board may require any teacher to submit to a physical examination, and/or psychological, or psychiatric examination at any time.

52-04-04 Such examination will be paid by the Board and shall be held during school time. No loss of time shall be charged against a teacher for days missed while taking said examination.

52-04-08 The selection of the examining physician shall be made by the teacher and the teacher shall bear the traveling expenses.

52-04-12 In the event that the results of the examination are not acceptable to either party, the services of a recognized medical center or hospital may be obtained for a re-examination. The results of this re-examination shall supersede that of the original physician, and all the expenses of the re-examination and travel are to be borne by the requestor.

52-06-00 The Board of Education agrees to provide (at no charge) Hepatitis B vaccine to all faculty members who request it.

52-08-00 All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board shall return the employee to his former employment status or equivalent duties, without prejudice.

54-00-00

54-32-00 SICK DAYS AND PERSONAL BUSINESS DAYS

54-04-00 All full-time teachers shall be allowed a total of ten (10) days absent with pay per year. Part-time regular employed teachers shall be allowed the same proportion of days based upon their teaching day. At the beginning of each school year, each teacher's accumulated sick leave days will be automatically increased by the additional days. However, if a teacher leaves employment without working the entire school year and the teacher used sick days which he/she had not earned, the teacher must reimburse the District for the days not earned through automatic payroll deduction. At the beginning of each school year, each teacher will be notified of the total number of his/her accumulated sick leave days. Said days may be used for the following reasons:

54-04-04 Personal illness.

54-04-08 Critical illness in the immediate family (spouse, children, parents, parents-in law, brother or sister). Maximum of five (5) days.

54-04-12 Attendance at the funeral of a member of the immediate family or a person whose relationship to the teacher warrants such attention at the discretion of the Superintendent or the Instructional Leader.

54-04-16 Death in the immediate family. Maximum of five (5) days.

54-04-20 Critical illness of a relative, with the approval of the Superintendent or Instructional Leader. Maximum of five (5) days.

54-08-00 Each teacher may give up to two (2) sick leave days to another teacher, in the event of prolonged illness, with the joint approval of the Board and the Association.

54-12-00 Teachers shall be required to notify their Instructional Leader, or the Superintendent in case the Instructional Leader cannot be reached, in the event of an absence due to personal, critical, or emergency illnesses not later than 7:00 A.M. of the expected day of absence. In order to be eligible for payment for the date of absence without notification to the Instructional Leader at the time hereinabove specified, it will be necessary for the teacher to file with the Instructional Leader a written statement concerning the reasons for failure to notify. Based upon these reasons, the Instructional Leader shall have the discretion to waive notification.

54-16-00 Notification for leave for a funeral is expected as soon as practicable to the Superintendent or the Instructional Leader.

54-20-00 Sick leave days which remain unused, shall be allowed to accumulate from year to year up to a maximum of 120 days.

- 54-20-04 Any teacher who has exhausted his or her sick leave accumulation and is unable to return to work, shall be granted an unpaid leave of absence for the duration of the illness or disability. Any teacher who is eligible to utilize sick leave, may, at his or her option, take unpaid leave in lieu of sick leave. The teacher on extended sick leave shall accrue seniority. Fringe benefits will be treated as per contract specifications. (See 76-24-16). Any extended leave beyond 2.0 years must be approved by and is at the discretion of the Board of Education.
- 54-22-00 Each teacher shall notify the school administration as soon as possible regarding the anticipated date of any predictable disability, such as surgery, pregnancy, etc. If the teacher requests, the administration shall attempt to keep the information confidential.
- 54-24-00 Two days per year will be available to a teacher for personal use. The teacher shall request permission at least 48 hours in advance of the expected date of absence. Unused personal days will be added to the accumulated sick leave, providing it does not exceed the 120 day maximum.
- 54-24-04 On any given work day, no more than five (5) teachers may be absent using personal time. Personal use time will be granted on a first come, first served basis. Forms should be turned in to the payroll secretary.
- 54-28-00 A teacher called to jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such time shall not be charged against sick leave.
- 54-28-04 When it would be in the best interest of the students, the Board may request the Court to excuse the teacher.
- 54-28-08 In suits and other legal actions arising from non-school related causes, wherein a teacher is a party, the teacher will not be compensated beyond any provision made for business days.
- 54-32-00 The Association shall be granted ten (10) days to be used during the school year by teachers who are officers or agents of the Association, at the discretion of the Association. The Association agrees to notify the Board no less than seventy-two (72) hours before the date of the intended use of said leave. The Association shall bear the cost of substitute teachers for said days.

56-00-00

56-48-04 LEAVES

56-04-00 When a leave of absence is granted, it shall be for a maximum of two (2) semesters. A teacher must return to employment for a minimum of one semester before that teacher may be granted another leave, except for unpaid disability leave. An additional leave for emergency reasons may be granted at the discretion of the Board. (See 54-20-04)

56-08-00 Application for a leave or return from leave shall be received by the Superintendent no later than thirty (30) days prior to the effective date. In case of emergency, the 30 days notice shall be waived. The Superintendent shall, within five (5) days, notify the Association of application for return from leave.

56-08-04 If a teacher does not comply with all of the above conditions, the right to such a leave and/or the right to return, may be denied by the Board.

56-12-00 The Board desires the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester, when practical.

56-16-00 The Board shall act at the next regularly scheduled Board meeting on a teacher's request for leave or return from leave. Within ten (10) days following the Board meeting, if the teacher requests, the Board shall reply in writing to the teacher stating acceptance or denial of the request for leave or return from leave.

56-16-04 A request for leave is not to be considered, in any manner, a resignation.

56-20-00 A leave of absence for military service shall be granted in accordance with Act 145 of P.A. 1943 as amended.

56-24-00 In addition to leave to which a teacher may be entitled under the Family and Medical Leave Act, unpaid leaves may be granted for childcare, adoption, or at the discretion of the Board.

56-24-01 It is understood that the Family and Medical Leave Act (F.M.L.A.) of 1993 does not abrogate the rights of the parties under this collective bargaining agreement. Where additional benefits are extended by the Act to teachers, those additional benefits will be honored by the District. Where certain Employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights.

Pursuant to the provisions of the F.M.L.A., eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing

regulations. Any paid or unpaid leave which is otherwise available under the provision of this Agreement for the same purposes for which leave is required to be provided under the F.M.L.A. shall be used concurrently with the leave provided under the F.M.L.A. and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementing regulations.

Upon receiving notice of a request for leave of absence either under the collective bargaining agreement or under F.M.L.A., the District shall notify the teacher when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.

- 56-24-04 Pregnancy: Disability due to pregnancy or medical conditions arising from delivery, post-delivery, and/or recovery complications shall be treated the same as any other disability or illness.
- 56-32-04 Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement up to one (1) year subject to the following conditions:
- 56-32-04-04 To qualify for sabbatical leave a teacher must hold a valid Michigan teaching certificate.
- 56-32-04-08 During sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract, and shall be paid at least insurance benefits.
- 56-32-04-12 A teacher returning from sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority, status, and pay.
- 56-48-00 When a teacher leaves the employ of the Homer School District, the teacher will be paid 50% of his accumulated sick leave prorated on the basis of up to a wage maximum of a daily wage of the BA + 30 or MA at the seventh step of the salary schedule. The Board will divide the pay at the employee's request into 2 or 3 non-interest bearing installments. The request for extended pay may not extend over a maximum of a 2 year span.
- 56-48-04 A teacher may request, in writing, up to 50 days (at a rate of \$25 per day) of early severance pay. An employee receiving early severance pay will have his/her sick day bank ceiling permanently reduced by the number of early pay severance days utilized (i.e. if an employee has 120 days in his/her sick day bank and 50 days are received via an early severance buy out, the employee's new ceiling is permanently reduced from 120 days to 70 days).

60-00-00

60-48-00 GRIEVANCE PROCEDURE

60-04-00 A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

60-04-04 The termination of services of/or failure to re-employ any probationary teacher.

60-04-08 The placing of a non-tenure teacher on a third year of probation.

60-04-12 The termination of services of, or failure to re-employ any teacher to a position on the extra-curricular schedule.

60-04-16 Any matter involving the results of teacher evaluation or evaluations, conducted in accordance with this agreement.

See Also 32-00-00 Teacher Evaluation

60-04-20 It is understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy, a discharge, and/or demotion.

60-04-22 It is agreed that a grievance involving the discharge or discipline of a tenure teacher may be grieved to the Superintendent's level where a hearing will be held. Outside representatives may be present at such a hearing, at the option of each side.

See Also 68-00-00 Reduction in Personnel and/or Programs

60-08-00 A grievance may be withdrawn at any level by the grievant without prejudice.

60-12-00 Written grievances as required in this Article shall be in the form as set forth in Appendix B.

60-16-00 The Association shall designate one representative per building to handle a grievance when requested by the grievant. The Board hereby designates the Instructional Leader of each building to act as its representative at Level One and Two as hereinafter described and the Superintendent or his designated representative to act at Level Three as hereinafter described.

See Also 08-16-00 "Days"

See Also 68-00-00 Reduction

- 60-20-00 Level One - A teacher believing himself wronged by an alleged violation of the express or implied provisions of this contract shall within ten (10) days of his knowledge of its alleged occurrence orally discuss the grievance with the Instructional Leader in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.
- 60-24-00 Level Two - A copy of the written grievance shall be filed with the Instructional Leader as specified in Level One. Within five (5) days of receipt of the grievance, the Instructional Leader shall arrange a meeting with the grievant and the designated Association representative to discuss the grievance. Within three (3) days of the discussion, the Instructional Leader shall render his decision in writing. If the decision is unsatisfactory to the grievant or if no decision was rendered, the grievant may appeal the same within five (5) days to the Superintendent by filing a written grievance.
- 60-28-00 Level Three - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the designated Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building Instructional Leader in which the grievance arose, and place a copy of the same in a permanent file in his office, and not in the teacher's permanent file. No grievances or references to grievances may be placed in a teacher's permanent file without notification of the teacher and the teacher shall have the right to include his own statement in the permanent file.
- If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance within five (5) days along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting. The grievance hearing shall take place within fourteen (14) days of the above filing.
- 60-32-00 Level Four - Upon proper application, as specified in Level Three, the Board shall allow the grievant and his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within fourteen (14) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future

hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than fourteen (14) days after the initial hearing.

- 60-32-00 A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the Instructional Leader for the building in which the grievance arose, the grievant, and the Secretary of the Association.
- 60-36-00 Level Five - Individual teachers shall not have the right to process a grievance at Level Five.
- 60-36-04 If the Association is not satisfied with the disposition of the grievance at Level Four, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- 60-36-08 The case in arbitration shall be presented by not more than three (3) representatives of the Association and not more than three (3) representatives of the Board and shall be conducted in accordance with the rules established by the American Arbitration Association.
- 60-36-12 Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- 60-36-16 The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association.
- 60-36-20 Powers of the arbitrator are subject to the following limitations:
- 60-36-20-04 He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- 60-36-20-08 He shall have no power to establish salary scales.
- 60-36-20-12 He shall have no power to change any practice, policy or rule of the Board nor 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 unless in violation of this agreement.

- 60-36-20-16 He shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decision, an arbitrator shall give regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibility, except as they may be specifically conditioned by this agreement.
- 60-36-20-20 He shall have no power to interpret State or Federal law.
- 60-36-20-24 He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 60-36-28 No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- 60-36-32 The cost of arbitrator shall be borne equally by the parties except each shall assume its own cost for representation including any expense of witnesses.
- 60-40-00 Should a teacher fail to institute a grievance, or appeal decision, within the time limits specified, the grievance will not be processed.
- 60-44-00 All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- 60-48-00 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

64-00-00

64-12-00 **STUDENT TEACHERS**

64-04-00 Student teachers will be assigned only to qualified tenured teachers who freely agree to accept the responsibility.

64-08-00 Any monies received from the University for placing the student teacher will be expended in a manner to be decided upon by the teacher in question and his Instructional Leader. At the end of each semester a report on all such expenditures will be filed with the Board.

64-12-00 The Board agrees to provide the student teacher with texts, guides, building policies, and a copy of this agreement.

68-00-00

68-36-00 REDUCTION IN PERSONNEL AND/OR PROGRAMS

68-04-00 Seniority - The term seniority as hereinafter used shall be defined as the length of continuous service with the Homer Community Schools of tenured teachers, commencing from the beginning of the semester during which the teacher assumed teaching duties as a bargaining unit member. Seniority shall be accrued during a leave of absence. Previous seniority shall not be lost. Layoffs shall not constitute an interruption in continuous service. Therefore, seniority shall continue to accrue during layoff. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

68-04-04 There shall be no seniority among probationary teachers. However, once tenure is granted, seniority will date back to date of hire as described above.

See Also 68-20-04

68-04-08 Upon request the Board will prepare a seniority list for the H.E.A.

68-08-00 The Association shall have a right to review the layoff list prior to the written notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance.

68-12-00 If and when it becomes necessary to reduce the regular academic or extra-curricular program, the order and progress of such reduction shall be discussed by a joint committee of the Board and the Association. No decision for any reduction is to be made prior to said joint committee discussion.

68-16-00 It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

68-20-00 In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

68-20-04 Probationary teachers shall be laid off first on the basis of length of service in the District unless the Board determines that a less senior probationary teacher is more qualified for the position. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.

- 68-20-08 If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafer provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.
- 68-24-00 A tenure teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he is certified and qualified and which is occupied by a teacher with less seniority. Qualified shall be defined in the following manner:
- 68-24-04 For placement in a K-6 grade level elementary position a tenure teacher is qualified if he has elementary certification and meets state and federal laws and regulations:
- A) has a minimum of six (6) semester hours of credit in elementary reading methods or in the specific subject area to be taught;
- B) has a minimum of one (1) year's experience at the K-6 level within the last five (5) years of employment with the district and agrees to take a minimum of six (6) semester hours of credit in the specific subject area to be taught (preferably in reading) within one calendar year.
- 68-24-08 For placement in the 7th and 8th grade levels a tenure teacher is qualified if he/she meets state and federal laws and regulations, has a minimum of one (1) year's teaching experience in the specific course he is attempting to be assigned within the last five (5) years or agrees to take a minimum of six (6) semester hours of credit in that specific subject area within one calendar year, (or has a major or minor in that area). No teacher shall be required to take more than six semester hours of credit per year regardless of subjects assigned. These requirements may be extended at the discretion of the Board if the teacher can prove lack of available classes.
- 68-24-12 For placement in a secondary teaching position (grades 9-12), a tenure teacher is qualified if he/she meets state and federal laws and regulations, is certified to teach the specific course to which he is attempting to be assigned provided that either he has a minimum of one (1) year's teaching experience within the last five (5) years in that specific subject area and at the grade level to be taught or he agrees to take six (6) semester hours of credit in that subject area, (or has a major or minor in that area). No teacher shall be required to take more than six semester hours of credit per year regardless of subjects assigned. These requirements may be extended at the discretion of the Board if the teacher can prove a lack of available classes.

- 68-26-04 In the event of a lay-off the administration shall attempt to retain the most senior teacher.
- 68-26-06 No special assignments or combinations of classes shall be constructed to insure the employment of a less senior teacher.
- 68-26-08 Each time a reduction in staff is necessary, affected ties in seniority shall be broken by administrative decision. If no decision is reached, an arbitrary method shall be used.
- 68-28-00 Recall of tenure teachers shall be in the inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified to teach the specific course he is being assigned. Tenure teachers shall be entitled to recall for not more than four (4) school years following the effective date of layoff. After the fourth (4th) school year of layoff, the teacher shall have no right of recall.
- 68-28-04 Failure to respond within 10 days of receiving a recall notice via a registered and certified letter, the laid off employee will lose his/her right to recall. The recall letter must be received and signed for by the laid-off teacher.
- 68-28-08 In the event of recall, the five (5) most senior and certified teachers will be notified of the opening and of their position on the seniority list. All notifications will be by certified mail to the last known addresses, and teachers will have ten (10) days to notify the school of their intentions.
- 68-32-00 Refusal of a part-time position shall not be considered a resignation, nor shall a teacher lose his/her position on the seniority list if he/she refuses a part-time position. Refusal by a part-time teacher of a part-time position shall be considered a resignation.
- 68-34-00 Administrators shall not accrue bargaining unit seniority.
- 68-36-00 If a teacher is laid off and recalled during the next school year, the teacher's total monetary compensation (salary plus unemployment) shall not exceed the regular contractual salary to which the teacher is entitled for that school year.

The Board shall not be responsible for making up any difference in the event that the total monetary compensation (salary plus unemployment) does not equal the regular contractual salary to which the teacher is entitled for that school year.

70-00-00

70-24-00 PART-TIME PERSONNEL

70-00-00 A "part-time" teacher is any teacher whose teaching load is less than twenty-five (25) hours of student contact in the classroom per week and is regularly employed.

Elementary teachers will be paid on the number of half-days worked per week or as specified above.

70-00-04 Compensation for part-time teachers is as follows:

1/6 salary, 1/6 benefits, 1/6 preparation period (at teacher request) for 1 student contact hour per day.

2/6 salary, 2/6 benefits, 2/6 preparation period (at teacher request) for 2 student contact hours per day.

3/6 salary, 3/6 benefits, 3/6 preparation period (at teacher request) for 3 student contact hours per day.

4/6 salary, 4/6 benefits, 4/6 preparation period (at teacher request) for 4 student contact hours per day.

Anybody who has five (5) or more student contact hours per day and is regularly employed is considered full time.

For part-time teachers only, Reading period will be considered one-third (1/3) of one student contact hour.

This language is not intended as a cost saving measure to be used in wholesale reduction of full-time staff.

70-12-00 Part-time teachers will be responsible for full responsibility for parent-teacher conferences, in-service, and full thirty (30) hours of 44-24-00.

70-16-00 Part-time employees will receive full lunch break as per 44-28-00 if their schedule crosses lunch period and if the teacher requests a lunch period be included.

70-20-00 Any teacher employed in the Homer Community Schools as of June 1, 1983, will continue to receive full seniority regardless of time worked. Any teacher hired following June 1, 1983, will receive seniority credit proportional to time worked.

70-24-00 Part-time teachers may not acquire full time status unless a position is open as a result of resignation or transfer and this position cannot be filled by a person who is currently on leave or lay off.

72-00-00

72-04-10 CALENDAR

72-04-00 The following calendar shall be used as the basic schedule for the 2004-05 school year.

Thurs	August 19	New Teachers' Day
Fri	August 20	New Teachers' Day
Mon	August 23	All Teachers' Professional Development Day
Tue	August 24	All Teachers' Professional Development Day
Wed	August 25	Classes Begin
Fri	September 3	Labor Day Weekend Break – No School
Mon	September 6	Labor Day - No School
Fri	October 29	End of first Nine Weeks (46 days)
Mon	November 8	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Wed	November 10	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Fri	November 12	No School
Thurs	November 25	Thanksgiving Break - No School
Fri	November 26	Thanksgiving Break - No School
Mon	December 20	Christmas Vacation Begins
Mon	January 3	School Resumes
Thurs	January 13	Exams
Fri	January 14	Exams – End of 2 nd Nine Weeks (42 Days)
Mon	January 17	Martin Luther King Day/Records Day – No School
Mon	February 21	Mid-Winter Break – No School
Mon	March 7	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Wed	March 9	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Fri	March 11	No School
Mon	March 25	Good Friday (Dismissal 11:08) End of 3 rd Nine Weeks (47 days)
Mon	April 4	Spring Vacation Begins
Mon	April 11	School Resumes
Mon	May 30	Memorial Day - No School
Wed	June 1	Exams
Thurs	June 2	Exams
Fri	June 3	Exams (Students Dismissal 11:08 A.M.) (44 Days)
Fri	June 3	All Teachers' Professional Development Day
Sun	June 5	Graduation Day – Ceremony at 4:00 P.M.
Mon	June 6	Professional Development Day
Tue	June 7	Professional Development Day

179 Student Days
183 Staff Days
185 New Staff Days

** Instruction day starts at 8:00 a.m. and ends at 2:52 p.m.

72-00-00

72-04-10 CALENDAR

72-04-00 The following calendar shall be used as the basic schedule for the 2005-06 school year.

Mon	August 22	New Teachers' Day
Tues	August 23	New Teachers' Day
Wed	August 24	All Teachers' Professional Development Day
Thurs	August 25	All Teachers' Professional Development Day
Fri	August 26	All Teachers' Professional Development Day
Mon	August 29	All Teachers' Professional Development Day
Tues	August 30	All Teachers' Professional Development Day
Wed	August 31	Classes Begin
Wed	September 7	Open House 6:00 – 8:00 P.M.
Fri	September 2	Labor Day Weekend Break – No School
Mon	September 5	Labor Day - No School
Fri	October 28	End of first Nine Weeks (41 days)
Mon	November 7	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Wed	November 9	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Fri	November 11	No School
Thurs	November 24	Thanksgiving Break - No School
Fri	November 25	Thanksgiving Break - No School
Mon	December 19	Christmas Vacation Begins
Tues	January 3	School Resumes
Thurs	January 12	Exams
Fri	January 13	Exams – End of 2 nd Nine Weeks (42 Days)
Mon	January 16	Martin Luther King Day/Records Day – No School
Mon	February 20	Mid-Winter Break – No School
Mon	February 27	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Mon	March 1	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Fri	March 24	End of 3 rd Nine Weeks (47 days)
Mon	April 3	Spring Vacation Begins
Mon	April 10	School Resumes
Fri	April 14	Good Friday, (Dismissal 11:08)
Mon	May 29	Memorial Day - No School
Sun	June 4	Graduation Day – Ceremony at 4:00 P.M.
Wed	June 7	Exams
Thurs	June 8	Exams
Fri	June 9	Exams (Students Dismissal 11:08 A.M.) (49 Days)

179 Student Days

184 Staff Days

186 New Staff Days

** Instruction day starts at 8:00 a.m. and ends at 2:52 p.m.

72-00-00

72-04-10 CALENDAR

72-04-00 The following calendar shall be used as the basic schedule for the 2006-07 school year.

Thurs	August 17	New Teachers' Day
Fri	August 18	New Teachers' Day
Mon	August 21	All Teachers' Professional Development Day
Tue	August 22	All Teachers' Professional Development Day Open House 6:00-8:00 p.m.
Wed	August 23	Classes Begin
Fri	September 1	Labor Day Weekend Break - No School
Mon	September 4	Labor Day - No School
Fri	October 20	Teachers' Professional Development Day
Fri	October 27	End of first Nine Weeks (45 days)
Mon	November 6	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Wed	November 8	Conferences 4:00-8:00 P.M. (Students dismissal 2:00 P.M.)
Fri	November 10	No School
Thurs	November 23	Thanksgiving Break - No School
Fri	November 24	Thanksgiving Break - No School
Mon	December 18	Christmas Vacation Begins
Tue	January 2	School Resumes
Thurs	January 11	Exams
Fri	January 12	Exams - End of 2 nd Nine Weeks (41 Days)
Mon	January 15	Martin Luther King Day/Records Day - No School
Fri	January 16	Teachers' Professional Development Day
Mon	February 19	Mid-Winter Break - No School
Mon	February 26	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Wed	February 28	Conferences 4:00-8:00 P.M. (Student dismissal 2:00 P.M.)
Fri	March 2	No School
Fri	March 23	End of 3 rd Nine Weeks (46 days)
Mon	April 2	Spring Vacation Begins
Mon	April 9	School Resumes
Fri	May 11	Teachers' Professional Development Day
Mon	May 28	Memorial Day - No School
Sun	June 3	Graduation Day - Ceremony at 4:00 P.M.
Tue	June 5	Exams
Wed	June 6	Exams
Thurs	June 7	Exams (Students Dismissal 11:08 A.M.) (47 Days)

179 Student Days
184 Staff Days
186 New Staff Days

** Instructional day starts at 8:00 a.m. and ends at 2:52 p.m.

74-00-00 INSTRUCTION AND CLOCK HOURS

It is understood that the district will apply for professional development money set under section 95 of the school aid bill, with 100% of the net proceeds going to the teaching staff.

74-04-00 If in-service concerns ITIP or any other methods leading towards a means of evaluation, the Board will guarantee that the methods and terminology will not be used, or referred to, in any evaluative tool.

74-04-04 Days/hours beyond the state-required minimum days will not be made up if days are cancelled due to inclement weather. Staff development days may be rescheduled as student days if necessary. If required days need to be made up they will be negotiated with no additional compensation.

74-04-08 If the above form of the school day is altered the whole calendar will be renegotiated.

74-04-10 Any hours needed to meet the state minimum hourly requirement will be added on at the end of the school year without additional compensation.

76-00-00

76-24-24 COMPENSATION

76-04-00 Basic Salary Schedule

76-04-03 For any teacher who reaches the maximum horizontal step (MA +15) the District will reimburse the employee for graduate credits earned beyond a masters plus 15 hours up to \$500 in any 365 day period. Should an employee leave the District within five years of receiving this reimbursement, the employee would be obligated to reimburse the District 50% of any compensation received during the five years prior to leaving the district.

76-04-04 Each teacher will be paid according to his position on the Basic Salary Schedule.

For the 2004-05 school year:

- a. All staff will be paid according to the salary schedule for the 2003/2004 school year with step increments and lateral advancements where appropriate.

In Addition:

- b. All staff will receive a \$500.00 one-time on-schedule payment.
- c. Staff eligible for a longevity bonus pursuant to Section 76-24-12 in 2004-05 will receive an additional \$1,000 one-time off-schedule payment.
- d. The schedule will increase 1% at the end of the 2004-05 school year as reflected in the schedule on the following page and the 2005-06 schedule will be based on that revised schedule but no retroactive payment will be made for 2004-05.

Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree +30 S.H. Approved by Admin.	MA Degree +15 or BA Degree +45 S.H. Approved by Admin.	Yr. Exp.
1	31,860	33,374	34,901	36,447	0 1
2	33,209	34,728	36,266	37,815	1 2
3	34,692	36,229	37,777	39,338	2 3
4	36,051	37,591	39,146	40,709	3 4
5	38,151	39,920	41,516	43,133	4 5
6	39,689	41,475	43,092	44,720	5 6
7	41,070	42,884	44,503	46,134	6 7
8	42,467	44,289	45,910	47,547	7 8
9	44,025	45,863	47,499	49,152	8 9
10	47,491	48,663	50,594	52,559	9 10
11		50,112	52,059	54,038	10 11
12		51,764	53,730	55,729	11 12
13		54,424	55,202	57,203	12 13
14			57,895	59,942	13 14

For the 2005-06 school year:

Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree +30 S.H. Approved by Admin.	MA Degree +15 or BA Degree +45 S.H. Approved by Admin.	Yr. Exp.
1	32,418	33,958	35,512	37,085	0 1
2	33,790	35,336	36,901	38,477	1 2
3	35,299	36,863	38,438	40,026	2 3
4	36,682	38,249	39,831	41,421	3 4
5	38,819	40,619	42,243	43,888	4 5
6	40,384	42,201	43,846	45,503	5 6
7	41,789	43,634	45,282	46,941	6 7
8	43,210	45,064	46,713	48,379	7 8
9	44,795	46,666	48,330	50,012	8 9
10	48,322	49,515	51,479	53,479	9 10
11		50,989	52,970	54,984	10 11
12		52,670	54,670	56,704	11 12
13		55,376	56,168	58,204	12 13
14			58,908	60,991	13 14

For the 2006-07 school year:

Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree +30 S.H. Approved by Admin.	MA Degree +15 or BA Degree +45 S.H. Approved by Admin.	Yr. Exp.
1	32,985	34,552	36,133	37,734	0 1
2	34,381	35,954	37,547	39,150	1 2
3	35,917	37,508	39,111	40,726	2 3
4	37,324	38,918	40,528	42,146	3 4
5	39,498	41,330	42,982	44,656	4 5
6	41,091	42,940	44,613	46,299	5 6
7	42,520	44,398	46,074	47,762	6 7
8	43,966	45,853	47,530	49,226	7 8
9	45,579	47,483	49,176	50,887	8 9
10	49,168	50,382	52,380	54,415	9 10
11		51,881	53,897	55,946	10 11
12		53,592	55,627	57,696	11 12
13		56,345	57,151	59,223	12 13
14			59,939	62,058	13 14

76-04-06 Credits necessary for lateral movement on the salary schedule earned before the first day of October will be accepted for the school year. Credits earned between the first day of October and first day of the second semester will be accepted for the second semester. Credits earned after that date will be accepted the next year.

76-08-00 Remuneration for Additional Duties.

The percentage listed for all additional duties means that percentage times the actual contractual base salary of each individual on salary schedule.

76-08-08 ATHLETICS

Football

Varsity	10%
Assistant	7%
Assistant	7%
Junior Varsity	7%
Freshman	6%

Basketball

Varsity Boys	10%
Jr. Varsity Boys	7%
Freshman Boys	5%
8th Boys	3%
7th Boys	3%
Varsity Girls	10%
Junior Varsity Girls	7%
Varsity and JV	14%
8th Girls	3%
7th Girls	3%

Baseball

Varsity	9%
Junior Varsity	6%

Softball

Varsity	9%
Junior Varsity	6%

Cross Country

Varsity	8%
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Golf

Varsity	8%
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Wrestling

Varsity	10%
Assistant	7%

Gymnastics

	3%
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Volleyball

Varsity	10%
Junior Varsity	7%
Varsity and JV	14%

Cheerleading

Varsity FB	6%
J.V. FB	4%
Varsity BB	6%
J.V. BB	4%

Track

Varsity Boys	9%
Assistant	6%
Varsity Girls	9%
7th and 8 th Boys	3%
7 th and 8 th Girls	3%

76-08-08-01 Longevity Payment for Athletics

For any teacher who has coached in Homer schools for 10 or more school years, and is currently coaching, a longevity payment will be made on the 21st pay period using the following schedule.

Completed years of Coaching	Longevity Payment
10 years	\$250
11 years	\$300
12 years	\$350
13 years	\$400
14 years	\$450
15 years	\$500

76-08-12

OTHER

<u>Musical</u>	3%	<u>Debate</u>	5%
<u>Band - Sr.</u>	8%		
<u>Asst. Band Marching</u>	1.5%	<u>Play Director</u>	3%
<u>Jr. Hi Band</u>	1.5%		
<u>Vocal</u>	1.5%	<u>Chess Club</u>	1.5%
<u>H.S. Coach</u>	3%	<u>M.S. Coach</u>	3%
<u>Jazz Band</u>	2%		

Newspaper Advisor 4% Yearbook Advisor K-12 8%
Yearbook and Newspaper as part of a regular class assignment: 0%

HS Science Olympiad 2% Spanish Club 1%

FHA Sponsor 4%

Ag Instructor teaches a full class load plus the following:

FFA Sponsorship and supervision of Ag experience projects, all seasons, 9/39 of base salary.

FARM LAB All seasons 9% of base salary. The Ag Instructor will teach a full class load and is required to supervise S.O.E.P., F.F.A., Chapter Farm, and other appropriate F.F.A. activities as deemed necessary.

*The Homer Community School Band Teacher is responsible for the following activities: Home Varsity Football, Marching Band Festivals (2), Christmas Holiday Concerts (H.S. and M.S.), M.S.B.O.A. Band and Orchestra Festivals (H.S. and M.S.) Spring Concert (H.S., M.S., and 6th grade), Club, Memorial Day Parade, Commencement, Pep Band at home Activities, and H.S. Band Camp (1 week).

Outdoor Education 3%

Director (Includes supervision of 6th grade camp out, outdoor education class and activities, and Outdoor Education Club)

Noon Hour Playground - Gym Intramural for High School

See 76-12-00

<u>Art Club-H.S./M.S.</u>	6%
<u>Art Club-Elem.</u>	3%
<u>Service Learning Director</u>	3%

Class Sponsors

5th Grade	\$150 each
6th Grade	\$150 each
7th Grade	2% each grade
8th Grade	2% each grade
9th Grade	3% each grade
10th Grade	3% each grade
11th Grade	3% per sponsor for 2 sponsors
12th Grade	3% per sponsor for 2 sponsors

Student Council 2%

If gifted/talented grant monies are available, the following positions will be compensated as follows:

Gifted/Talented Coordinator	\$1,000
Odyssey of the Mind Coordinator	400
MS Science Olympics Coaches	150
Youth in Government Coordinator	400
Spelling Bee/Quiz Bowl Coaches	150
National Honor Society Advisor	400

These amounts may be applied toward the specified program costs or utilized for scholarship purposes (with administration approval).

- 76-08-14 Required duties over and above the normal school day, not covered in the table shall be paid at the rate of \$20.85 per hour for the 2004-05 school year; \$21.43 for the 2005-06 school year; and \$21.80 for the 2006-07 school year.
- 76-08-20 The rate of \$20.85 per hour for the 2004-05 school year summer, \$21.43 per hour for the 2005-06 school year summer; and \$21.80 per hour for the 2006-07 school year summer shall apply to the instructors of Drivers Education, Librarian, Summer Band, and Counselors.
- 76-12-00 LUNCH ROOM DUTY - A teacher taking lunch room duty as defined in 28-16-00 will be paid twice the hourly rate in 76-08-14 for the actual time worked.
- 76-16-00 Other Reimbursement.
- 76-16-04 Substitute Teacher Pay - To be set by the Board at the beginning of the year. When the amount has been set, a letter will be sent to the Association explaining the daily wage. After ten (10) consecutive days on the same assignment -

Starting B.A. Salary x Days Worked
teacher contract days

- 76-16-08 If a teacher shall teach more than the normal teaching load, on a regular basis, he shall receive additional compensation at one and one - fourth (1/4) times his hourly rate for each teaching period in excess of such norms. Example:

$$\frac{1.25 \times \text{annual salary}}{\text{number of hours taught per year.}}$$

- 76-16-12 Any teacher who gives up his conference or preparation period to teach a regular class in the Homer School for an absent teacher will be paid for said class at the rate of 1.20 times the hourly rate per hour. Should a teacher choose, compensation time may be banked in lieu of accepting the hourly rate for teaching on a preparation hour. The bank may not exceed 15 hours in a two year period. No more than 10 hours may be taken in any calendar year. Forty-eight hours notice is needed to use the accumulated compensation time.
- 76-16-16 Professional meetings attended at the request of or approved by the Board shall be at the following rate:
- 76-16-16-04 Actual railroad, bus, or plane fare, private car expense at the rate of 30 cents per mile (Mileage and fares shall be figured on actual distance traveled).
- 76-16-16-08 Meals not to exceed \$35.00 per day.
- 76-16-16-12 Lodging not to exceed \$50.00 per day.
- 76-24-04 Fringe Benefits.
- 76-24-04 The Board shall provide the following MESSA Insurance program: (Plan A) Super Care I Medical Insurance, VSP I (Vision Insurance), and Delta Dental 75/75/60/1000. In addition a \$10,000 A.D. & D. Term Life Insurance shall be provided to the employee through the MESSA Insurance Program. Insurance coverage will be effective from October 1, until September 30. The Super Care I Insurance Package will have an annual deductible of \$100/\$200 paid by each teacher and a \$5/\$10 prescription co-pay. The District will reimburse \$50/\$100 of the deductible to each teacher no later than December 1, 2003. Effective October 1, 2005, the Board shall provide the following MESSA Insurance program: (Plan A) Choices II Medical Insurance; VSP I (Vision Insurance), and Delta Dental 75/75/60/1000. In addition, \$10,000 AD&D Term Life Insurance shall be provided to the employee through the MESSA Insurance Program. Effective July 1, 2006, employees taking Plan A Choices II Medical Insurance will contribute \$60 per month on a pre-tax basis through an automatic payroll deduction pursuant to a salary reduction plan.

- 76-24-08 In addition, for individual not needing health insurance, the Board will provide the following fringe benefit program: (Plan B) Delta Dental 75/75/60/1000, VSP 1, and \$10,000 A.D. & D. Term Life Insurance through the MESSA-PAK Insurance program. Fifty percent of the monthly difference between Plan A and Plan B above may be applied toward the following options: Cash In Lieu, MEA Group Life Insurance, MEA Loss of Time, Tax Deferred Annuities from Woodman, Metropolitan, Washington National, MEA Insurance Companies, I.D.S., Valic, Lincoln National, American Capital, Paradigm Equities Incorporated, New England Funds and any others mutually consented to by the Association and the Board.
- 76-24-12 Teachers who have been employed at Homer Community Schools for 15 or more consecutive years will receive a \$1,350.00 longevity bonus for the schools years 2004-05 and \$1,600.00 in 2005-06 and 2006-07. Teachers who have been employed at Homer Community Schools and have earned their maximum salary step in their respective column for one year will receive a \$1,350 longevity bonus. Teachers who have been employed at Homer Community Schools for 21 or more consecutive years will receive an annual \$1,650.00 longevity bonus for the school year 2004-2005 and a \$1,900 longevity bonus for the schools years 2005-06 and 2006-07. For the purposes of this contract, approved Board of Education leaves are not considered interruptions. A teacher with partial years of service credit shall have years rounded up for more than .5 years of service for the purpose of longevity payment. Those at .5 years credit or below will be rounded down to the next full year for longevity credit.
- 76-24-16 In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- 76-24-20 The Board shall make payment of insurance premiums for each employee to provide insurance coverage's for the full twelve - month period commencing October 1 and ending September 30. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Teachers hired after the beginning of the school year shall receive the mentioned fringe benefits for that portion of the year remaining through September 30.
- 76-24-24 The Board will pay the teachers contribution toward the State of Michigan Public School Employees' Retirement Fund.

80-00-00

80-12-00 SUPREMACY OF CONTRACT

80-04-00 If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

See Also 04-16-00

80-08-00 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

80-12-00 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 be deemed null and void, and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force.

84-00-00

84-12-00 NEGOTIATIONS

84-04-00 Prior to May 31, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

84-08-00 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Association and by the Board, 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.

84-12-00 There shall be two (2) signed copies of the final agreement for the purpose of record; one retained by the Board and one by the Association.

88-00-00

88-12-00 RATIFICATION

88-04-00 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to any subject or matter *not removed* by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

88-08-00 Copies of this Agreement entitled "PROFESSIONAL AGREEMENT BETWEEN THE HOMER SCHOOL DISTRICT AND THE HOMER EDUCATION ASSOCIATION" shall be prepared and within thirty (30) days after the Agreement is signed a copy shall be presented to each teacher now employed, hereafter employed, or considered for employment by the Board.

88-12-00 This Agreement shall be effective as of August 29, 2005 and shall continue in effect until the 30th day of June, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HOMER EDUCATION ASSOCIATION

BOARD OF EDUCATION

By *Q. Isabella Meyer*
President

By *H. L. D.*
President

By *Anna K. Silburn*
Secretary

By *Glenn Miller*
Secretary

By *Charles E. Finch*
Chairman, Negotiating Committee

Dated this 29th day of August, 2005

APPENDIX A

Dear Teachers:

There are annually a series of deductions that are either required by law or requested by the teachers. This sheet is made up so that you can give your authorization for these deductions.

The following, for your information, are required by law to be collected from you. These will automatically be deducted.

1. FEDERAL INCOME TAX -- According to your exemptions
2. STATE INCOME TAX -- According to your exemptions
3. SOCIAL SECURITY -- As set by government

The following should be authorized for deductions by you. Please indicate by placing your initials in the box provided:

Insurance

- Please pay full family health care protection

Or please apply contracted amount toward:

- Group Basic Term Life and Options
 Tax Deferred Annuities

OTHER

- HEA-MEA-NEA Dues
 Representation Fee (equivalent to HEA-MEA-NEA Dues)
 Credit Union (fill in amount) _____ (Must sign up at Credit Union)
 Reader's Digest
 H.E.A. Scholarship

Also initial your request for the following:

- 21 pays - final pay last day of school
 26 pays - five pays through the summer - If monies permit, teachers will be given a 21st pay pay-off upon request.

Have you taught in any school other than Homer Community School since January 1 of this calendar year? _____ If so, where? _____

Name _____ Address _____

Phone _____

APPENDIX B

GRIEVANCE REPORT FORM

Page 1 of 2 pages

Grievance # _____ Homer Community Schools District Distribution of Form Submit to
Instructional Leader in Duplicate

1. Superintendent
2. Instructional Leader
3. Association
4. Teacher

STEP ONE

Date of Alleged Violation _____ Statement of alleged
grievance and section of this contract alleged to have been violated.

Relief Sought

Signature _____ Date _____

A. Date received by Instructional Leader _____

B. Disposition by Instructional Leader _____

Signature _____ Date _____

C. Position of Grievant and Association _____

Signature _____ Date _____

STEP TWO

A. Date received by Superintendent _____

B. Disposition of Superintendent _____

Signature _____ Date _____

C. Position of Grievant and Association _____

Signature _____ Date _____

STEP THREE

A. Date Received by Board of Education _____

B. Disposition by Board _____

Signature _____ Date _____

APPENDIX C

Classroom Visitation
For Teacher Improvement

Page 1 of 3 Pages

Teacher _____ Class _____ Time _____

Brief description of classroom activity _____

O = No Basis for Evaluation

I = Satisfactory

II = Unsatisfactory

Suggestions for improvement must be made if an Unsatisfactory designation is made.

O I II Comments & Explanation Suggestions for Improvements

_____ 1. Demonstrates Knowledge of Subject

_____ 2. Classroom Control and Management

O I II Comments & Explanation Suggestions for Improvements

_____ 3. Shows Ability to Organize

_____ 4. Teacher - Pupil Relations

_____ 5. Instructional Techniques

_____ 6. Curriculum, Objectives & Results

O I II Comments & Explanation Suggestions for Improvements

_____ 7. Other Qualities Which Affect Performance

_____ 8. Comments From Other Observations

Date on which the conference was held to discuss this visitation

_____ Observer _____ Teacher's

Signature _____

Teacher comments regarding classroom visitation of (Date) _____
By (Administrator) _____ and subsequent teacher and
administrator conference regarding classroom visitation.

Teacher's Signature _____

APPENDIX D

RESPONSIBILITIES

August 1	Teachers are to be notified of their schedule for the following school year
September 10	Dues authorization deadline for filing with the Superintendent
September 15	Due date for notifying Superintendent of Professional Dues
September 30	Due date for reporting college credit to Superintendent for pay raise in the first semester
October 1	Non-Association-Member representation fee due if made in one payment
December 1	First observation of probationary teachers to be completed
End of 1st Semester	Reports to Board due explaining expenditure of funds from placement of Student Teachers
1st Day of 2nd Semester	Due date for reporting college credits to Superintendent for pay raise in the second semester
April 1	At least one (1) observation must have been made on tenured teachers. At least three (3) observations must have been made on probationary teachers.
May 31	Negotiations must be started
End of 2nd Semester	Reports to Board due explaining expenditures of funds from placement of Student Teachers
June 30, 2007	Contract expires

ADDENDUM 1

This addendum to the Master Agreement has been duly ratified by the parties.

A joint committee will be formed to assist teachers in meeting all state and federal laws and regulations. Said committee shall consist of an equal number of teachers and administrators.

HOMER EDUCATION ASSOCIATION

BOARD OF EDUCATION

By J. Isabella
President

By [Signature]
President

By Chris K. Miller
Secretary

By Jeanne Miller
Secretary

By Charles E. Finch
Chairman, Negotiating Committee

Dated this 29th day of August, 2005