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LABOR AND INDUSTRIAL  
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Michigan State University

Professional Agreement  
Between  
Homer School District  
And The  
Homer Education Association, MEA-NEA

Homer School District

MEA  
1216 Kendall  
East Lansing, Mich. 48823

This Agreement entered into this 27th day of August, 1969, by and between the Board of Education of Homer Community School, Calhoun County, Michigan (hereinafter called "Board") and Homer Education Association (hereinafter called "Association") affiliate of the Michigan Education Association and the National Education Association.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Homer Community School is their mutual aim and that the character of such education depends on mutual endeavor in the public interest in which the District and the Association encourage fair and harmonious relations between their respective representatives at all levels, and

WHEREAS the members of the teaching profession and the Board recognize that their joint objective is to provide a quality education to the children of the District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration, and

WHEREAS in the above spirit and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Acts of 1965, the District and Association herein set forth their Agreement with respect to wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article I who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such Laws superseding anything which may be contained herein, and

WHEREAS the Homer Community School has been a member of North Central Secondary Schools Association for many years, the Association and the Board are encouraged to make a diligent effort to maintain the Central Standards as outlined in North Central Policy manual, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### ARTICLE I

#### RECOGNITION

A. The Board hereby recognizes the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947 as amended by Act 379, P.A. 1965, for the following described bargaining unit:

All full-time and regularly employed part-time certified teachers employed by the Board, excluding therefrom substitute teachers and supervisors such as Superintendent of Schools, Administrative Assistants, Business Manager, Principals and Assistant Principals, Community School Director in his capacity as Community School Director, and all non-certified employees.

#### B. Definitions.

(1) The term "teacher" when hereafter used in this agreement, shall refer to all employees represented by the Association in the bargaining unit or in the negotiating unit as above defined and reference to male teachers shall include female teachers.

(2) The term "board" shall include its officers and members and/or its agents.

C. The Board agrees not to negotiate with or recognize any teachers' organizations other than the Association for the above-described bargaining unit for the duration of this agreement. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the agreement providing that the Association has been given the opportunity to be present at such adjustment.

D. Payroll Deductions.

1. All teachers employed in the Homer School District shall either:
  - a) Sign and deliver to the superintendent or his designated agent an assignment authorizing deduction of membership dues of the Association, the Michigan Education Association, and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
  - b) Cause to be paid a representation fee equivalent to the membership dues of the Association, the Michigan Education Association and the National Education Association by February 1 of each year if paid in one payment.
  - c) However, any teacher who shall have been employed by the District during the 1968/69 school year and was not a member of the HEA shall be exempt from the provisions of this section, being paragraph D.
2. The failure of any teacher not exempted above to comply with the above provision shall constitute just and reasonable cause for termination of employment, and the Board, upon receipt of a signed statement from the Association indicating that the above provision has not been complied with, shall immediately inform said teacher that his employment will be discontinued at the termination of the current school year.
3. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws.
4. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in ten equal monthly installments.
5. FORM - See Appendix F.

6. Dues authorizations filed with the Superintendent on or before the 10th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 10th day of September shall be deducted from the first five pay periods of the second semester.

7. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.

8. The Association shall, on or before the 15th day of September, give written notification to the superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.

9. For the purpose of This Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.

10. Dues deductions shall be transmitted by the Superintendent to the Homer Education Association Treasurer within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

11. All refunds claimed for dues of the Homer Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

12. Any dispute between the Homer Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with

the Association and the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

13. 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.

## ARTICLE II

### BOARD'S RIGHTS

The employer, on its own behalf and on behalf of the electors of the school district, 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:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the assignments of its employees;
- B. To hire all employees, and subject to the provisions 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;
- C. 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;
- D. 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.

The exercise of the foregoing powers, rights, authority, 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.

#### Physical Examination

A. The Board may, at its discretion, require any teacher to submit to physical, including a blood test, and/or psychological, or psychiatric examination shall be made at any time. Such examination will be paid for by the Board and shall be held during school time. No loss of time shall be charged against teacher for days missed while getting said examination.

b. Selection of physician shall be made by the teacher and the teacher shall bear the traveling expenses.

c. In the event that the results of the examinations are not acceptable to either party the services of a recognized medical center or hospital may be obtained for this examination. The results of this examination shall supersede that of the original physician. Expenses are to be borne by the requestor.

d. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and annually thereafter for all full and part-time personnel employed by the Board. Any expense involved in furnishing proof shall be the responsibility of the employee. Tuberculin test may be substituted for the annual test for those whose x-ray showed negative on employment. 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 of Education shall return the employee to his former employment status or equivalent duties, without prejudice.

### ARTICLE III

#### FAIR EMPLOYMENT PRACTICES

A. The Board agrees that it shall not discriminate against any teacher

on the basis of race, color, creed, national origin, sex, marital status, or membership in or lack of membership, or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his institution of a grievance, complaint or proceeding under this agreement.

B. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, or marital status, and to represent equally all teachers without regard to membership or lack of membership or participation in or association with the activities of any other teacher organization.

C. The Board and the Association mutually agree that membership in the Association or any other teacher organization shall not be required as a condition of employment of any teacher with the District.

#### ARTICLE IV

##### ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 336 of 1947, as amended by Act 379, P.A. 1965, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or 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 enjoyment of any of the rights covered by Act 336 of 1947, as amended, or other laws of the State of Michigan or the Constitutions of the State of Michigan or 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 of Education or of his institution of any lawful proceeding or grievance pursuant to this contract or any proceeding pursuant to law.



B. No teacher shall be prohibited from wearing insignia pins or other reasonable indicia of membership in the Association either on or off school premises.

C. The Association and its members shall have the right to use a room in one of the school buildings upon prior approval of building principal 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.

D. The Board agrees to make available to the Association in response to reasonable requests from time to time available public information such as but not limited to annual financial reports and audits, register of certified personnel, budget as submitted to allocation board, other budgets when they are made available to the public, names and addresses of all teachers, teachers salaries paid thereto and educational background. The board shall provide the Association with a copy of the minutes of all meetings within seven (7) calendar days after the meeting.

E. Authorized representatives of the Association including MEA, and NEA representatives and other Local EA officials outside the district may upon obtaining prior approval from the building principal enter the school building for the purpose of transacting official Association business during the school day. It is expressly understood that any NEA, MEA or NEA representative shall not during the course of his visit interrupt or interfere in any way with normal school operations, nor shall he have the right to take a teacher away from his teaching station, including homeroom. No teacher shall spend more than one preparation period per week with the above named individuals. Further, any representative not so checking in or out of the school building shall be barred from further access to the building during the school day for the remainder of the school year, and any teacher conversing with a representative

who has not complied with the provisions of this paragraph shall be subject to a written reprimand the first time and further disciplinary action thereafter.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in teacher's lounges and to use school mail services; however, all such notices shall be signed by the president of Association.

G. 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.

H. 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.

I. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association's designees.

J. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any reasonable matters 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.

## ARTICLE V

### TEACHING LOADS & ASSIGNMENTS

A. Both the Board and the Association recognize that the individual

class loads in the junior and senior high should be less than 31 pupils; that the study halls should not have a ratio larger than 55 pupils to one teacher; and that the class loads of band, music, and physical education depend somewhat on the physical facilities available,

Teachers will be assigned to elementary buildings in sufficient number to keep the enrollment per room 30 or under, provided classrooms are available. The planning of split grades shall be cooperatively developed between the principal and the teacher involved. The number in split grades should be less than the enrollment of 30 pupils per room.

B. Each teacher shall report to his classroom or duty station at least 15 minutes before the beginning of the pupil normal school day and remain in the school, subject to administrative directive, 15 minutes after the end of the pupil day. The teacher shall remain an additional 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 normal bus departure time.

It is also understood that as 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 normal pupil school day. This mutual agreement shall be in conformity with the 5 1/2 hour pupil contact in the classroom per day set forth below.

C. The normal weekly teaching load in the Homer Community School will not exceed 5 1/2 hours of pupil contact in the classroom per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. Under no circumstances shall a junior high or senior high teacher have more than five (5) class preparations per day. Teachers day shall not be longer than 7 1/2 consecutive hours.

D. No teacher shall be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their 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 of the scope of his teaching certificate or major or minor field of study in the interest of the school district as a whole. The administrative staff shall not make said assignments for a longer period than to the end of the current semester except with the consent of the teacher.

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

$$\frac{1 \frac{1}{4} \times \text{annual salary}}{\text{number of hours taught per year}}$$

F. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which demands can readily become excessive. It is accordingly agreed that such extra-curricular activities shall not exceed 30 hours per year. It is expected that all teachers recognize the worth and importance of such meetings and shall be in attendance when the meeting is called by the building principal, assistant principal or the superintendent. Each teacher shall be required to attend parent-teacher conferences.

G. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall work towards providing a teacher reference library in each school

in the district and include therein all texts which are reasonably requested by the teachers of that school.

H. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than forty (40) minutes.

I. Elementary teachers will be provided two fifteen minute relief periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. When reasonably possible, schedules for the specialists will be coordinated so as to spread the teacher's relief time for the classroom evenly throughout the week.

J. Teachers of music, art and the librarians, reading consultants, counsellors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

K. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

L. 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.

M. All teachers are covered by Michigan Workmen's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.

N. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of August. In no event will changes in teacher's schedules be made later than the 1st day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance.

## ARTICLE VI

### TEACHING CONDITIONS

A. The Board agrees to relieve teachers of clerical, cafeteria, patrol and playground duty.

B. Smoking is specifically permitted in the three teachers' lounges. The Board agrees to continue to reserve the present three rooms which are reserved for the use of faculty rooms unless room or room changes are mutually agreed upon by the Association and the Board.

C. Telephone facilities shall be made available to teachers for their reasonable use.

D. Adequate off street parking facilities adjacent to the school shall be provided.

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

F. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties and/or their assigned members, will confer from time to time for the purpose of improving this selection, with the attempt to implement these as the funds are available.

G. Each teacher shall maintain with the office of the superintendent of schools and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.

H. The Board shall provide:

1. A separate desk for each teacher in the district.
2. Suitable closet space for teachers to store coats, overshoes and personal articles.
3. Adequate chalkboard space in every classroom.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
8. A gym uniform for physical education teachers, a smock for art and home economic teachers, a laboratory coat for laboratory science teachers, a shop coat for vocational and industrial education teachers. Said items shall be turned in at the close of the school year.

I. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

J. All teachers shall assume authority or take appropriate action for student conduct on school property or school sponsored events off of school property.

#### ARTICLE VII

##### SPECIAL STUDENT PROGRAM

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extra-ordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom, may request their transfer and shall present arguments for such request to the building principal. Following the request the building principal shall decide upon the appropriate action.

#### ARTICLE VIII

##### VACANCIES AND PROMOTIONS

A. Whenever any permanent vacancy in a teaching or administrative position in the district shall occur, the board shall publicize the same by giving written notice of such vacancy to the president of the association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy

will remain posted for a period of five (5) days and will not be permanently filled until the expiration thereof.

B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the superintendent's office within a five (5) day period. The board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.

C. The board reserves the right to transfer a teacher without request and to deny applications as above specified.

D. Posting of notices of vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months.

## ARTICLE IX

### LEAVES OF ABSENCE

A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) day per school year with pay. Part time regular employed teachers shall be allowed the same number of days based upon their teaching day. Example: Half time teacher = 10 half days. Said days may be used for the following reasons:

- (1) Personal illness
- (2) Critical illness in the immediate family (spouse, children, parents, parents-in-law) maximum 5 days)
- (3) Attendance at the funeral of a member of immediate family or a person whose relationship to the teacher warrants such attention in the discretion of the superintendent.
- (4) Death in the immediate family (maximum 5 days)
- (5) Critical illness of a relative with superintendent approval (maximum 5 days)

and upon the following conditions:

(1) Teachers shall be required to notify the building principal or the superintendent in case the principal can not be reached in the event of an absence due to personal, critical or emergency illnesses not later than 7:30 a.m. of the expected day of absence so that a substitute may be obtained unless



circumstances make such notification impossible or unreasonable to do so.

In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning the reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification.

(2) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the superintendent and the building principal.

(3) Sick leave days hereinabove granted, which remain unused, shall be allowed to accumulate from year to year up to a maximum of 120 days.

(4) Each teacher may give up to two days per year to another teacher in the event of a prolonged illness with the joint approval of the Board and the Association. This shall not apply to maternity leave.

**B. Other leaves of absence with pay:**

(1) A maximum of two days per year non-accumulative may be granted for personal business of the teacher. It is expressly understood these days shall not be granted if arrangements can be made to avoid their use. Further, these days may not be used on the work day preceding or succeeding a vacation or holiday.

(a) As a condition precedent to receiving pay for personal business days, the teacher shall request permission from the principal or superintendent at least two (2) working days in advance of the expected date of absence. Exceptions to this condition may be made in the sole discretion of the principal or superintendent and shall not be subject to the grievance procedure.

(b) Acceptable reasons: (1) Government, law or court appearance, involuntary or compulsory. (Examples: Social security, income tax, court witness), (2) Funeral, (3) Counseling or advising at a university or college, (4) If it appears that a business transaction cannot be completed after 3:30 p.m., personal

business leave may be granted. (Example: mortgage or sale of house. This does not apply to automobile transactions.)

(6) One day for graduation of son, daughter, husband or wife--- arranged in advance and not during the week of final exams.

C. Leaves of absence without pay:

May be granted for the following enumerated reasons and conditions listed thereunder upon the written request of the teacher to the board of education. These leaves of absence will be granted in the sole discretion of the board of education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for the following reasons:

(1) Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year only.

(2) Maternity leave may be granted up to a maximum of one (1) year, renewable at the discretion of the board.

a. In order to obtain a maternity leave, the teacher shall request said leave at least six months prior to the expected date of birth. Said request shall be filed with the superintendent of schools.

b. The board of education will specify the beginning and ending date of the leave of absence, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester.

c. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the board of education in cases of still birth or miscarriage, however, the board of education reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

d. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation.

e. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment.

(3) A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.

(4) Other leaves of absence may be granted without pay in the sole discretion of the board of education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the board of education in making a decision concerning the leave of absence.

D. A teacher called 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.

E. At the beginning of every school year, the Association shall have 10 days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than 72 hours before the date for intended use of said leave. The Association shall bear the cost of substitute teachers for said days.

#### ARTICLE X

##### ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

## ARTICLE XI

### DEPARTMENT CHAIRMAN

A. The teachers in any department in the junior high school or senior high school level and curriculum area of elementary schools shall each year select from among their numbers a chairman. In those departments of a school having less than five members, a chairman shall be selected among all teachers in similar subject areas in the district. The chairman may submit in writing recommendations regarding the coordination of programs and materials to the principal. The principal shall in writing approve or disapprove the recommendations, and if disapproved set forth reasons. These chairmen shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.

B. The following are suggested areas of concentration for the chairman:

1. A. Developing new curriculum.

B. Coordinating curriculum between departments in the high school and between grades in the elementary.

C. Coordinating the curriculum between the elementary and the high school.

2. Review of achievement and intelligence tests whenever necessary in the current testing program to further improve the total school program.

3. Review of current research applicable to the field of education and its implementations for current school practices.

4. Review and recommend the selection of textbooks and resource materials.

C. The chairman shall assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel. The in-service progress shall be approved by the administration.

## ARTICLE XII

### PROTECTION OF TEACHERS

A. Discipline - special students. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such physical force as is necessary for the purpose of maintaining proper discipline over the pupil in attendance at school or school functions.

C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The procedure to be followed in excluding a pupil from class shall be established by the administration and distributed to each teacher at the beginning of their employment.

D. Procedure for suspension of students from school shall be distributed to students and teachers and publicized each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted.

E. Care of property and safety of pupils - Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.

F. Assault - any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. 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 shall be communicated to the teacher concerned. 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.

Where the teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the board of education for legal assistance. If the board of education shall determine that the teacher has acted within his rights, the board may provide legal counsel to the teacher to advise him of his rights in the given incident. It being expressly understood that this advice shall not include trial preparation.

G. Parent Complaint - Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if considered serious enough by the appropriate administrator to add to the teacher's personnel file.

H. Loss of time, injury at school - any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workmen's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph F above, and the

board of education determines that the teacher has acted within his rights, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within his rights, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the board of education if the situation warrants same.

I. Workmen's Compensation - The board shall provide workmen's compensation insurance as provided by law.

### ARTICLE XIII

#### Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board also agrees that it 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.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

### ARTICLE XIV

#### SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure

teachers regularly employed in the district during the normal school year and who are qualified for the position. Any assignment enumerated in Appendix B shall not be obligatory, but shall be with the consent of the teacher.

B. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a permanent certificate in academic preparation who voluntarily accept the assignment and they shall be known as "Supervisory Master Teachers". The parties recognize that "Supervisory Master Teachers" are not supervisory teachers under Public Act 379 of 1965.

C. Supervisory Master Teachers shall work directly with the University program co-ordinator, assist in developing extensive opportunities for the intern and student teachers to observe and practice the arts and skills of the profession.

D. The Board agrees to provide intern and student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.

E. The Board shall disclose the amount received from the University placing the student teachers. Monies made available to the district by the placing University shall be administered monthly by a joint committee composed of the University co-ordinator and Supervisory Master Teachers in a manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: in-service training programs, released time for permanent staff, and materials and equipment. At the end of each semester a report on expenditures shall be filed with the Board of Education.

F. The Supervisory Master Teacher shall file a written report and evaluation with the University co-ordinator and the administration with a copy to the intern or student teacher each four weeks.

#### ARTICLE XV

##### REDUCTION IN PERSONNEL

A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. There shall be



no seniority among probationary employees.

B. The term seniority as hereinafter used shall be length of continuous service with the Homer Community Schools.

Leaves of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in K-3 grade levels or 4-6 grade levels in grades K-6 and by subject matter taught in grades 7-12.

D. Any teacher who is granted Tenure shall have seniority from the last date of hire.

E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 1st day of December of each year.

F. Necessary reduction of Personnel---Layoff. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the board of education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

a. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.

b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will

be used:

(1) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification. It is expressly understood that 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 thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

G. Recall. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

#### ARTICLE XVI

##### TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; the first prior to December 1 of each year, the last two at least 75 days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year.

B. Evaluations shall be conducted by a member of the administration. Each evaluation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days of the evaluation; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. The Administration shall consult with the Association prior to the adoption of the form. Said form shall be completed by October 1, 1969 and posted in each teacher's lounge.

D. A "teaching coach" shall be assigned by the Association to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file maintained by the school system. The review 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 or previous employers are specifically exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

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

No material other than privileged information may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

Paragraph A: A grievance shall be an alleged violation of the expressed terms of this contract or written board policy.

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

- (a) The termination of services of or failure to re-employ any probationary teacher.
- (b) The placing of a non-tenure teacher on a third year of probation.
- (c) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- (d) Any matter involving the results of a teacher evaluation or evaluations.

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

Paragraph B: The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal 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.

Paragraph C: The term "days" as used herein shall mean calendar days.

Paragraph D: Written grievances as required herein shall be in the form as set forth in Appendix E.

Paragraph E:

Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal 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.

Level Two - A copy of the written grievance shall be filed with the building principal as specified in Level One. Within five (5) days of receipt of the grievance, the principal shall arrange a meeting with the grievant and the designated Association representative to discuss the grievance. Within three (3) days of the discussion the principal shall render his decision in writing, transmitting a copy of the same to the grievant and the Association Secretary. If no decision is rendered within three (3) days of the discussion, or the decision is unsatisfactory to the grievant, the grievant may appeal the same to the superintendent by filing a written grievance along with the decision of the principal.

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 principal in which the grievance arose, and place a copy of same in a permanent file in his office.

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 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 grievant hearing shall take place within fourteen (14) days of the above filing.

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.

A copy of the written decision of the board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the association.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five.

1. 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. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorily strike not more than three from the list of arbitrators.

2. 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 days prior to the hearing a prehearing 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.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association.

4. Powers of the arbitrator are subject to the following limitations:

a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

b. He shall have no power to establish salary scales.

c. He shall have no power to change any practice, policy or rule of the board nor substitute his judgment for that of the board as to the reasonableness of any such practice, policy, rule, or any action taken by the board.

d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

e. He shall have no power to interpret state or federal law.

f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

6. 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.

7. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Paragraph F: Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Paragraph G: 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.

Paragraph H: 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. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with rules, regulations and policies from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. It is understood that a teacher may refuse to carry out an order which threatens physical well-being.

B. A teacher shall be entitled, at his request, to have present a representative of the Association when he is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank or compensation, or deprivation of advantage by the Board or representative thereof, shall be done in privacy. All information forming the basis for disciplinary action will be made available to the teacher.

## ARTICLE XIX

INSTRUCTIONAL POLICIES COUNCIL

A. There is hereby established a joint Instructional Policies Council consisting of four (4) representatives (two teachers, one board member and one administrator). The Council shall meet once a month during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters. The Board shall provide secretarial assistance to the Council.



B. The Council may appoint such joint professional study sub-committees as are deemed necessary.

C. The Council shall review proposed proposals for federal grants prior to submission to the state or federal government and shall submit a written review and recommendation on the various proposals to the Board.

ARTICLE XX  
NEGOTIATION PROCEDURES

A. The Association shall designate a teacher in each school building as Association Representative (A.R.). The principal and association representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

B. Between March 1 and March 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forth-coming year.

C. 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 of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. There shall be three signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXI  
COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 this 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.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

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

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement titled "Professional Agreement between the Homer School District and the Homer Education Association, MEA-NEA", shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further that the Board shall furnish 20 copies of the master agreement to the Association for its use, and bill the Association the cost thereof.

E. It shall be the Board's responsibility to acquire substitutes for absent teachers if substitutes are available.

F. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Association Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 27, 1969, and shall continue in effect until the 15th day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Charles J. Snyder  
Its President

By Louise Arnold  
Its Secretary

By Fred L. Ham  
Chairman, Negotiating  
Committee

BOARD OF EDUCATION

By Donald Shaffer  
Its President

By Marilyn Hicks  
Its Secretary

Dated this 7th day of  
October, 1969

APPENDIX A  
Homer Community School  
Homer, Mich.  
1969-70

Basic Salary Schedule I

Steps	Index	AB Degree	Index	AB 15 S.H.	Index	MA Degree or 30 S.H. Approved by Administration	Yrs. Exp.
1	1.00	\$6800.	1.04	\$7072.	1.08	\$7344.	0
2	1.04	7072.	1.08	7344.	1.12	7616.	1
3	1.08	7344.	1.12	7616.	1.16	7888.	2
4	1.12	7616.	1.16	7888.	1.20	8160.	3
5	1.16	7888.	1.20	8160.	1.24	8432.	4
6	1.20	8160.	1.24	8432.	1.28	8704.	5
7	1.24	8432.	1.28	8704.	1.32	8976.	6
8	1.28	8704.	1.32	8976.	1.36	9248.	7
9	1.32	8976.	1.36	9248.	1.40	9520.	8
10	1.36	9248.	1.40	9520.	1.44	9792.	9
11			1.44	9792.	1.48	10,064.	10
12				<u>9248</u>	1.52	10,336.	11

NON-DEGREE \$5950.

Credits necessary to lateral movement on the salary schedule earned before the 1st day of the school year will be accepted for that school year.

Credits earned between the 1st day of school and the 1st day of the second semester will be accepted for the second semester. Credits earned after that date will be accepted the next year.

All teachers are responsible for fulfilling State Department and North Central requirements of training and certification on time or forfeit employment rights.

When an experienced teacher enters the system, each year of previous experience up to and including 5 years of experience will be allowed in transfer to Homer Schools. Teachers with this acquired experience will start at 5th year or 6th step. When re-employing candidates with previous experience in Homer school and years of service in the Homer school will exceed the 5th year transfer level or the 6th step, the total years of service in the Homer school will be allowed. Former Homer teachers will be allowed no years of transfer from other schools unless the ex-Homer teacher's experience is less than the 5th year or 6th step level.

APPENDIX B  
Supplemental Salaries or Extra Work II

ATHLETICS

Football

Head Coach	8%
Assistant	4.5%
Assistant	4.5%
Assistant	4.5%
Assistant	4.5%

Basketball

Head Coach	8%
Assistant	4.5%
Freshman	3.5%
Junior High	2.5%

Baseball

Head Coach	4.5%
Junior Varsity	2.5%

Track

Head Coach	4.5%
Assistant	2.5%

Cross Country

Head Coach	2.5%
------------	------

Golf

Head Coach	2.5%
------------	------

Athletic Director

Head	5%
------	----

Cheerleading Coach

Head	4%
------	----

Specialization Differential III

Guidance (Fully Qualified)	6.5%
Guidance (Temporarily approved)	4.5%
Remedial Reading Specialist	6.5%
Special Education (Fully Certificated Teacher)	8%
Special Education (Temporarily Approved Teacher)	6%

Percentage of all extras under Appendix B mean the percentage times the actual contractual base salary of each individual on salary schedule.

OTHERS IV

Band 6.5%

Summer Band (Six Weeks) \$600.00 (Effective July 1, 1969)

Headlight Advisor 4% }  
 Yearbook Advisor 6.5% } or 6.5% for both and a journalism class for 4 quarters

Debate 5%

Play Director 3%

FHA Sponsor 3.5%

Summer Ag (11 weeks) at regular rate  $\frac{11}{39}$  of contract pay (Effective July 1, 1969)

Noon Hour Playground - Gym Intramural for High School \$300.00

Class Sponsors:

7th Grade Sponsor	1% each grade
8th Grade Sponsor	1% each grade
9th Grade Sponsor	1.5% each grade
10th Grade Sponsor	1.5% each grade
11th Grade Sponsor	2% per sponsor for 2 sponsors
12th Grade Sponsor	2% per sponsor for 2 sponsors

Student Council 1%

Required duties over and above the normal school day, not covered in the table, \$5.00/hr. The rate of five dollars (\$5.00) per hour shall apply also to the instructors of Driver Education, Librarian, and Counselors. (Effective July 1, 1969)

OTHER REIMBURSEMENT V

- A. Substitute Teacher Pay -- \$25.00/day.
  - 1. After five consecutive days on the same assignment - Regular salary schedule daily rate  
 Days rate
- B. 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 five (\$5.00) per hour for said class.
- C. New positions not covered by this contract may be established by Board during term of this contract, but new positions shall not be established with the sole intent of eliminating persons from present positions. Conditions for new positions shall be negotiated.
- D. For professional meetings attended at the request of or approved by the Board of Education shall be at the following rate:
  - 1. Actual railroad, bus, or plane fare; private car expense at the rate of 3¢/mile (Mileage and Fares shall be figured on most direct route)
  - 2. Meals not to exceed \$9.00 per day.
  - 3. Lodging not to exceed \$10.00 per day.
 A detailed itemized statement must be presented to receive re-imbusement. The administration reserves the right to exceed this amount for some specific conferences where these expenses for rooms and meals might be found inadequate.

APPENDIX C

FRINGE BENEFITS

A. The Board agrees to provide the sum of One Hundred Fifty Dollars (\$150.00) per teacher per year to be applied on a monthly basis of \$12.50 per month for insurance coverage at the teacher's option as follows:

1. To one of the following MEA Insurance Programs:

- a. Super Med
- b. Group Term Life Insurance
- c. Loss of Time
- d. "500" Major Medical

2. Individual or family Blue Cross-Blue Shield.

B. 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.

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage 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 above mentioned fringe benefits for that portion of the year remaining through September 30.

APPENDIX D  
Homer Community School  
School Calendar  
1969-70

Tues., Sept. 2	Pre-School Conference
Wed., Sept. 3	Classes Begin
Wed., Oct. 29	School Dismissed at 2:30 - In-Service.
Thurs., Nov. 13	No Students - 2:00 to 9:00 - Parent Teacher Conferences
Fri., Nov. 14	No Students - 8:30 to 3:30 - Parent Teacher Conferences
Thurs., Nov. 27	Thanksgiving
Fri., Nov. 28	Thanksgiving Vacation
Wed., Dec. 24	Christmas Vacation
Mon., Jan. 5	School resumes
Wed., Jan. 23	$\frac{1}{2}$ day records - $\frac{1}{2}$ day In-Service
Mon., Feb. 16	Regional Institute
Tues., Feb. 17	In-Service (Full Day)
Fri., March 27	$\frac{1}{2}$ day In-Service (Good Friday A.M.) 12:00 Spring Vacation starts
Mon., Apr. 6	Classes resume
Wed., Apr. 22	Full Day In-Service
Wed., May 27	School dismissed at 2:30 - In-Service
Thurs. June 11	Last Student Day
Fri., June 12	Record Day

1970-71

2 days during week before school begins for pre school conferences.



APPENDIX E  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Homer Community School District

Distribution of Form

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

STEP I

A. Date of Alleged Violation \_\_\_\_\_

B. 1. Statement of alleged Grievance and section of this contract or board policy alleged to have been violated. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature | Date

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal | Date

D. Position of Grievant and Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature | Date

STEP II

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature | Date

C. Position of Grievant and Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature | Date

Grievance Report Form (Continued)

STEP III

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_  
\_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator

Date

APPENDIX F

Dear Teacher:

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 and Teachers' Retirement (3% Retirement + 4.8% \$4200.)  
 (5% " + 4.8% next 3600.)  
 (5% " any amount over 7800.)

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

INSURANCE - Please apply \$12.50 towards:

- MEA SUPER MED HEALTH CARE PROTECTION
- Group Term Life Insurance
- Loss of Time
- \$500 Major Medical
- Homer Education Association (HEA) dues.
- Regular MEA and NEA dues.
- Credit Union (fill in amount)
- Reader's Digest (\$3.00)

Initial your request for following:

- 21 pays -- final pay June 12
- 26 pays -- six pays through the summer

Have you taught in any school other than Homer Community School since Jan. 1, 1969? \_\_\_\_\_ If so, where? \_\_\_\_\_

Total years of teaching experience (not including this year) \_\_\_\_\_

Total semester hours above BA Degree \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

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