

7477

6/30/89<sup>9</sup>  
with extension to  
6/30/92

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE HOMER SCHOOL DISTRICT**

**AND**

**THE HOMER EDUCATION ASSOCIATION**

*Homer Community Schools*

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04-00-00  
04-16-00

**RECOGNITION AND CONTINUITY OF OPERATIONS**

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 by Act 379 P.A. 1965, for the following described bargaining unit:

04-04-04

All full-time and regularly employed part-time certified teachers 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 Board 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 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.

08-00-00

08-34-00

08-00-00

08-16-00

**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 calendar days.

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

All teachers employed in the Homer School District shall either:

12-04-04

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 each year.

12-04-08

Or  
Cause to be paid a non-member's representation fee equivalent to the total membership dues determined by the Association, by October First of each year if paid in one payment, or by authorized payroll deductions provided for Association members. (Form Appendix A)

12-04-12

The procedure in cases of non-compliance with the above provisions shall be as follows:

1. 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 Service Fees are paid or properly executed deduction form is tendered within fourteen days, he shall be reported to the School and a deduction of the Service Fee shall be made from his/her salary pursuant to Act 390, Public Acts of 1978.
2. 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:

12-04-12  
12-16-00

The Association certifies that \_\_\_\_\_ has failed to tender the periodic Service Fee required under the 1989-90 Master Agreement and demands that, under the terms of this Agreement, the School deduct the delinquent Service Fees from the collective bargaining unit member's salary. The Association certifies that the amount of the Service Fee includes only the equivalent of local, state and national dues.

3. The School upon receipt of said notice and request for deduction, shall act pursuant to 12-04-08 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.
4. 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  
12-32-04

- 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 The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of the provisions of articles 12-04-00 through 12-28-00 (inclusive).
- 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  
16-08-00

16-00-00  
16-80-00

**TEACHER AND ASSOCIATION RIGHTS AND PROTECTION**

16-04-00

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, 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.



16-08-00

16-16-08

- 16-08-00 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
  - transcript of academic records
  - tenure recommendation

Also see 28-28-00

No material other than privileged information may be placed in a teacher's personell 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.

- 16-12-00 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 Any discipline of teachers 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  
16-36-00

- 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.

16-44-00

Authorized representatives of the Association including the MEA, and the NEA representatives and other local EA officials outside the district may, upon obtaining prior approval from the building Instructional Leader, enter the school building for the purpose of transacting official Association business during the school day. It is expressly understood that any professional representative shall not during the course of his visit interrupt or interfere in any way with normal school operation, including homeroom. No teacher shall spend more than one preparation period per week with the above named individuals. Further, any representative not so checking into 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. Any teacher conversing with a representative who he knows has not complied with the provision of the paragraph shall be subject to a written reprimand the first time and further disciplinary action thereafter.

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  
16-80-00

- 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.
- 16-64-00 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 without the teacher's or HEA Board of Governors' approval.
- 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.
- 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

16-84-00

- 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.

20-24-00  
20-40-00

- 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
- 28-32-00 Care of property and safety of pupil. 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. 54-12-00 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 Schools Association.  
See Also 28-40-00

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 fifteen (15) 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.

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  
28-44-00

**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

28-20-00

- 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 lunch room 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. Smoking is permitted as designated.

28-24-00  
28-40-00

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 judgment, 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 tests, 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

32-24-00

28-44-00 The Board agrees to appropriate the funding for teacher inservice through the life of this contract. The type and scope of the inservice training will be decided on by the Association Inservice Committee and the administration.

32-00-00

32-20-00

#### **TEACHER EVALUATION**

32-04-00 By April 1 each year, the performance of every teacher shall be evaluated at least once in writing (Appendix C) 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 personnel 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  
36-16-00

**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. 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

36-16-00

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.

36-16-00

Special Programs - A teacher may request that students exhibiting special physical, mental, or emotional problems be transferred from his class. The Instructional Leader shall consider the request and decide upon the appropriate action, to the extent permitted by law.

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

44-30-00

**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.

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

44-24-00

- 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, they 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 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 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.

44-24-02

44-26-00

44-24-02

Unless emergency circumstances intervene, scheduled meetings will be held as scheduled.

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.

- 44-28-00 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.

48-00-00  
48-20-00

**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 vacancy occurs in the district which requires certified personnel, 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 on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of five (5) days before being permanently filled. Teachers may apply in writing to the Superintendent's Office within the five (5) day period. The Board agrees to give due weight to the professional background and attainments of all applicants.

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.

48-20-00 The Board reserves the right to deny applications as specified in 48-04-00.

See Also 24-04-08

52-00-00

52-08-00

#### **HEALTH OF TEACHERS**

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

52-04-04 Such examination will be paid for 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 reexamination. The results of this reexamination shall supersede that of the original physician, and all the expenses of the reexamination and travel are to be borne by the requestor.

52-08-00 Proof of freedom from active tuberculosis in the form of a tri-annual x-ray or tuberculin test as a condition of entering employment and tri-annually thereafter for all full and part-time personnel employed by the Board is required. Any expense involved in furnishing proof shall be the responsibility of the employee. 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

54-36-00

**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. 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 on an extended sick leave may request non-payment of wages. If approved by the Superintendent, the teacher on extended sick leave shall accrue seniority. Such request for an excess of 6 months must be Board approved. Fringe benefits will be treated as per contract specifications (see 76-24-16).
- 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 A maximum of two (2) days absent with pay per year non-accumulative may be granted to a teacher for personal business days. It is expressly understood that these days shall not be granted if arrangements can be made to avoid their use and the teacher shall request permission at least two (2) working days in advance of the expected date of absence. These days may not be used on the work day preceding or succeeding a vacation or holiday. Fifty percent of unused business leave days will be added to accumulated sick leave, providing this does not exceed the 120 day maximum. Teachers need not reveal their reasons for requesting business days. However, it is understood that these days are only for business that cannot be contracted at any other time.
- 54-24-04 No more than five (5) teachers may be absent on personal business at any one time. Business leave may not be used to conduct Association business or for seeking a new position.

54-24-08

## Examples:

- 1) Government, law or court appearance, involuntary or compulsory (Examples: social security, income tax, court witness).
- 2) Funeral
- 3) Counseling, advising, or an unchangeable final exam at a university or college.
- 4) If it appears that a business transaction cannot be completed after 3:00 p.m. or Saturday, business leave days may be granted (Example: mortgage or sale of house. This does not apply to automobile transactions).
- 5) One day for graduation of son, daughter, husband or wife--arranged in advance and not during the week of final exams.
- 6) Professional conferences.
- 7) May not be used for hunting.

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  
56-48-00

**LEAVES**

- 56-04-00      When a leave of absence is granted, it shall be for a maximum of two semesters. A teacher must return to employment for a minimum of one semester before that teacher may be granted another leave. An additional leave for emergency reasons may be granted at the discretion of the Board.
- 56-08-00      Application for a leave or return from leave shall be received by the Superintendent no later than sixty (60) days prior to the effective date. 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.
- 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      Unpaid leaves may be granted for child care, adoption, or at the discretion of the Board.
- 56-24-04      Pregnancy: Pregnancy shall be treated the same as any other disability or illness.

56-32-04

56-48-00

- 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 continuing, permanent or life 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.

60-00-00  
60-12-00

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 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 prescribed a procedure or authorizes a remedy, a discharge, and/of 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 of Personnel and/or Programs

60-08-00

A grievance may be withdrawn at any level by mutual agreement 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

60-24-00

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 five (5) days of his knowledge if 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 same in a permanent file in his office, and not 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

60-36-16

- 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. 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.
- 60-36-08 The case on 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 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 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.
- 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 judgment 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.
- 60-36-24 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.
- 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 party shall assume its own cost for representation including any expense of witnesses.

60-40-00

64-12-00

- 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 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

68-08-00

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 probationary or tenure teacher. No 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 Association.

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 thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

68-12-00

68-24-00

- 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 hereinafter 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 one of the following requirements:

- 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 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 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

68-32-00

- 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.
- 68-28-04 The recall list shall be maintained by the Board for two years. Thereafter, the teacher shall lose his right to recall.
- 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 have five (5) or more student contact hours per day and is regularly employed is considered full time.

70-00-04

70-24-00

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 reductions 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

72-08-00

### CALENDAR

72-04-00

The following calendar shall be used as the basic schedule for the 1989-90 school year.

Fri.	August 25	New Teachers' Day
Mon.	August 28	All Teachers' Day (Prep)
Tue.	August 29	Staff In-service
Wed.	August 30	1st Day for Students
Mon.	September 4	Labor Day - No School
Wed.	September 6	Open House 6:00 - 8:00
Fri.	November 3	End of 1st Nine Weeks (47 Days)
Mon.	November 6	Begin 2nd Nine Weeks
Wed.	November 8	School all Day: Evening Parent-Teacher Conf. 5:00 - 8:00 P.M.
Thur.	November 9	School all Day: Evening Parent-Teacher Conference 5:00 - 8:00 p.m.
Fri.	November 10	No School for Students Parent-Teacher Conf. 8:00 A.M. - 12:00 Noon
Thur.	November 23	No School - Thanksgiving Vacation
Mon.	November 27	School resumes
Wed.	December 20	Last day before Christmas vacation
Wed.	January 3	School resumes
Wed.	January 17	Exams
Thur.	January 18	Exams - End of 2nd nine weeks (42 days)
Fri.	January 19	No School
Mon.	January 22	Begin 3rd Nine Weeks
Mon.	February 19	No School - Mid Winter Break
Fri.	March 23	End of 3rd nine weeks (44 days)
Mon.	March 26	Begin 4th Nine Weeks
Wed.	March 28	School all Day - Evening Parent-Teacher Conf. 5:00 - 8:00 p.m.
Thur.	March 29	School all Day - Evening Parent-Teacher Conference 5:00 - 8:00 p.m.
Fri.	March 30	No School for Students Parent-Teacher Conf. 8:00 A.M. - 12:00 Noon
Mon.	April 2	Spring Vacation Begins
Mon.	April 9	School resumes
Fri.	April 13	1/2 Day - Good Friday
Mon.	May 28	No School - Memorial Day
Wed.	June 6	Exams
Thur.	June 7	Exams Last Day - 1/2 Day for Students End of 4th Nine Weeks (47 Days)

Student Days	180
Staff Days	184
New Staff Days	185

In addition, up to three more 1/2 days will be scheduled for In-service. 1/2 day students and staff 1/2 day staff only

- 72-04-00 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.
- 72-08-00 All missed student days shall be made up at the end of the school year as per state law. The Association agrees to make up these days without any extra monetary compensation.



72-00-00

72-08-00

CALENDAR

72-04-00

The following calendar shall be used as the schedule for the 1990-91 school year:

Fri.	August 24	New Teachers' Day
Mon.	August 27	All Teachers' Day
Tue.	August 28	Classes Begin
Mon.	September 3	Labor Day - No School
Wed.	September 5	Open House 6:00 - 8:00 P.M.
Fri.	November 2	End of 1st Nine Weeks (48 days)
Mon.	November 5	Begin 2nd Nine Weeks
Wed.	November 7	School all day - Evening Parent-Teacher Conf. 5:00 - 8:00 P.M.
Thur.	November 8	School all day - Evening Parent-Teacher Conf. 5:00 - 8:00 P.M.
Fri.	November 9	No School for Students Parent-Teacher Conf. 8:00 A.M. - 12:00 Noon
Thur.	November 22	No School - Thanksgiving Vacation
Mon.	November 26	School Resumes
Fri.	December 21	Last day before Christmas Vacation
Mon.	January 7	School Resumes
Wed.	January 16	Exams
Thur.	January 17	Exams - End of 2nd Nine Weeks (41 days)
Fri.	January 18	No School
Mon.	January 21	Begin 3rd Nine Weeks
Mon.	February 18	No School - Mid-Winter Break
Fri.	March 22	End of 3rd Nine Weeks (44 days)
Mon.	March 25	Begin 4th Nine Weeks
Wed.	March 27	School all day - Evening Parent-Teacher Conf. 5:00 - 8:00 P.M.
Thur.	March 28	School all day - Evening Parent-Teacher Conf. 5:00 - 8:00 P.M.
Fri.	March 29	No School for students Parent-Teacher Conf. 8:00 A.M. - 12:00 Noon
Mon.	April 1	Spring Break Begins
Mon.	April 8	School Resumes
Mon.	May 27	No School - Memorial Day
Wed.	June 5	Exams
Thurs.	June 6	Exams - End of 4th Nine Weeks (47 days) Last Day - 1/2 Day for students
		Student Days 180
		Staff Days 183
		New Staff Days 184

72-08-00

All missed student days shall be made up at the end of the school year as per state law. The Association agrees to make up these days without any extra monetary compensation.

76-00-00  
76-04-08

76-00-00  
76-24-24

**COMPENSATION**

76-04-00 Basic Salary Schedule

76-04-04 Each teacher will be paid according to his position on this Basic Salary Schedule 1989-90.

---

Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree + 30 S.H. Approved by Administration	MA Degree + 15 S.H. or BA Degree + 45 S.H. Approved by Administration	Yr. Exp
1	19,145	19,994	20,842	21,686	0
2	19,994	20,842	21,686	22,537	1
3	20,842	21,686	22,537	23,383	2
4	21,686	22,537	23,383	24,231	3
5	22,537	23,383	24,231	25,076	4
6	23,383	24,231	25,076	25,928	5
7	24,231	25,076	25,928	26,776	6
8	25,076	25,928	26,776	27,623	7
9	25,928	26,776	27,623	28,469	8
10	26,776	27,623	28,469	29,316	9
11	28,310	28,469	29,316	30,166	10
12		29,316	30,166	31,013	11
13		30,166	31,013	31,862	12
14		31,716	31,862	32,705	13
15			33,418	34,270	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.

76-04-08 An additional salary schedule for the 1990-91 school year shall be generated from the 1989-1990 schedule. The increase shall not be less than 5.0% nor greater than 6.0%.

76-04-10  
76-04-14

- 76-04-10 If the percentage of change is equal to or greater than 5%, the increase shall be the percent of change (to the nearest 1/10) between July 1, 1989 and June 30, 1990, based on the Consumer Price Index.
- 76-04-12 The Consumer Price Index is defined as the Consumer Price Index (with base year 1967 equal to 100) for Urban Wage Earners and Clerical Workers, U.S. Cities, published monthly by the Bureau of Labor Statistics, United States Department of Labor.
- 76-04-14 If the Consumer Price Index in its present form and calculated on the same basis shall be revised there from or discontinued, the parties shall attempt to determine an appropriate C.P.I. figure by agreement or if no agreement is reached, the parties shall request the Bureau of Labor Statistics to make available a C.P.I. in its present form for the appropriate date or dates and calculated on a comparable basis. Any scheduled salary increase delayed by contingencies discussed in this paragraph shall be paid as of the regular pay day subsequent to receipt of the delayed C.P.I. information and shall be retroactive to the appropriate calculation date.

76-08-00

76-08-08

76-08-00 Remuneration for Additional Duties.

76-08-04 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%
Jr. Varsity Girls	7%
Varsity and Junior Varsity	14%
8th Girls	3%
7th Girls	3%

Baseball

Varsity	9%
Junior Varsity	6%

Softball

Varsity	9%
Junior Varsity	6%

Cross Country

Varsity	6%
---------	----

Golf

Varsity	5%
---------	----

Wrestling

Varsity	10%
Assistant	7%

Gymnastics

3%

Volleyball

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

Cheerleading

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

Track

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

76-08-12 OTHER

<u>Musical</u>	3%	<u>Debate</u>	5%
Band - Sr.	8%		
Asst. Band Marching	1.5%	<u>Play Director</u>	3%
Jr. Hi Band	1.5%		
Vocal	1.5%	<u>Chess</u>	
Club	1.5%	H.S. Coach	3%
		M.S. Coach	3%
<u>Newspaper Advisor</u>	4%		
<u>Yearbook Advisor K-12</u>	8%		

Yearbook and Newspaper as part of a regular class assignment:

6%	1985-86
4%	1986-87
2%	1987-88
0%	1988-89

FHA Sponsor 4%

Ag Instructor teaches a full classload plus the following:

F.F.A. 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. & M.S.), M.S.B.O.A. Band and Orchestra Festivals (H.S. & 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

76-08-12

76-16-04

Class Sponsors

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
Olympics of the Mind Coordinator	300
Science Olympics Coaches	50
Youth in Government Coordinator	300
Spelling Bee/Quiz Bowl Coaches	50
National Honor Society Advisor	300

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 \$12.81 per hour for the 1989-90 school year.

76-08-20 The rate of \$12.81 per hour for the 1989-90 school year and summer, shall apply to the instructors of Driver Education, Librarian, Summer Band, and Counselors.

76-12-00 LUNCH ROOM DUTY - A teacher taking lunch room duty as defined in 26-16-00 will be compensated in the following manner: the teacher 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

76-16-08

76-24-04

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 \$12.81 per hour for the school year.

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 22 per mile (mileage and fares shall be figured on actual distance traveled).

76-16-16-08 Meals not to exceed \$15 per day.

76-16-16-12 Lodging not to exceed \$35 per day.

76-24-04 Fringe Benefits.

76-24-04 The Board shall provide, without cost to the employee the following MESSA Insurance program: (Plan A) Super Care I Medical Insurance, VSPI (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 coverages will be effective from October 1, 1989 until September 30, 1991.

For the life of this contract the Board of Education agrees to pay the \$50.00 individual or \$100.00 family Super Care I deductible fee. The \$50.00 and \$100.00 deductible will be reimbursed to the teachers in the 1st pay in November in a separate check.

76-24-08 In addition, for individuals not needing health insurance, the Board will provide the following fringe benefit program: (Plan B) Delta Dental 75/75/60/1000, VSPI, 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:

MEA Group Term Life Insurance  
MEA Loss of Time  
Tax Deferred Annuities from Woodman,  
Metropolitan, Washington National, and/or  
MEA Insurance Companies

76-24-12 The first pay of the second semester of the 1990-91 school year a \$400.00 longevity bonus will be paid to teachers who have been employed at Homer Community Schools for 15 consecutive years. For the purpose of 76-24-12, approved Board of Education leaves are not considered interruptions.

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 for the full twelve month period commencing October 1 and ending September 30. When necessary, premiums in behalf of the



76-24-24

The Board will pay the teachers contribution of five percent (5%) toward the State of Michigan Public School Employees' Retirement Fund.

80-00-00

84-12-00

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

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

88-08-00

88-00-00

88-12-00

#### **RATIFICATION**

88-04-00

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 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.

APPENDIX A

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 -- 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 my 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

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 3 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.

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Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Disposition by Instructional Leader \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 4 Pages

Teacher \_\_\_\_\_ Class \_\_\_\_\_ Time \_\_\_\_\_

Brief description of classroom activity \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 0 = No Basis for Evaluation
- I = Satisfactory
- II = Unsatisfactory

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

0    I    II                    Comments & Explanation                    Suggestions for Improvement

— — —    1. Demonstrates Knowledge of Subject

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

— — —    2. Classroom Control and Management

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

0 I II Comments & Explanation Suggestions for Improvement

3. Shows Ability to Organize


4. Teacher-Pupil Relation


5. Instructional Techniques


6. Curriculum, Objectives & Results




0	I	II	Comments & Explanation	Suggestions for Improvement
---	---	----	------------------------	-----------------------------

—	—	—	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 \_\_\_\_\_

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 credit 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, 1989	Negotiations must be started
End of 2nd Semester	Reports to Board due explaining expenditures of funds from placement of Student Teachers
June 30, 1989	Contract expires

88-12-00 This Agreement shall be effective as of July, 1, 1989 and shall continue in effect until the 30th day of June, 1991. 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 Michael A. Ewing  
President

By Mary Althaus  
President

By Susan B Vincent  
Secretary

By Larry Bowen  
Secretary

By Arthur M. Welsh  
Chairman, Negotiating Committee

Dated this 18<sup>th</sup> day of December, 1989



*[Faint, illegible text, possibly bleed-through from the reverse side of the page]*

6/30/92

76-00-00  
76-04-06

76-00-00  
76-24-24

COMPENSATION

76-04-00

Basic Salary Schedule

76-04-04

Each teacher will be paid according to his position on this Basic Salary Schedule 1991-92.

Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree + 30 S.H. Approved by Administration	MA Degree + 15 S.H. or BA Degree + 45 S.H. Approved by Administration	Yr. Exp.
1	21,107	22,044	22,978	23,909	0
2	22,044	22,978	23,909	24,847	1
3	22,978	23,909	24,847	25,780	2
4	23,909	24,847	25,780	26,715	3
5	24,847	25,780	26,715	27,647	4
6	25,780	26,715	27,647	28,585	5
7	26,715	27,647	28,585	29,521	6
8	27,647	28,585	29,521	30,454	7
9	28,585	29,521	30,454	31,387	8
10	29,521	30,454	31,387	32,321	9
11	31,212	31,387	32,321	33,258	10
12		32,321	33,258	34,192	11
13		33,258	34,192	35,128	12
14		34,967	35,128	36,057	13
15			36,843	37,783	14

*Homer Community School*

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.

72-00-00

72-08-00 CALENDAR

72-04-00 The following calendar shall be used as the basic schedule for the 1991-92 school year.

Fri.	August 23	New Teachers' Day
Mon.	August 26	All Teachers' Day
Tue.	August 27	1st Day for Students
Mon.	September 2	No School - Labor Day
Wed.	September 11	Open House 6:00 - 8:00 P.M.
Fri.	October 25	End of 1st Nine Weeks (43 Days)
Mon.	October 28	Begin 2nd Nine Weeks
Tue.	November 5	1/2 Day - Conferences 5:00 - 8:00 P.M.
Thur.	November 7	Conferences 5:00 - 8:00 P.M.
Fri.	November 8	No School - Conferences 9:00 A.M. - 1:00 P.M.
Thur.	November 28	No School - Thanksgiving Vacation
Mon.	December 2	School Resumes
Fri.	December 20	Last Day Before Christmas Vacation
Mon.	January 6	School Resumes
Wed.	January 15	Exams
Thur.	January 16	Exams - End of 2nd Nine Weeks (46 Days)
Fri.	January 17	No School (Records Day)
Mon.	January 20	Begin 3rd Nine Weeks
Mon.	February 17	No School - Mid-Winter Break
Fri.	March 20	End of 3rd Nine Weeks (44 Days)
Mon.	March 23	Begin 4th Nine Weeks
Tue.	March 31	1/2 Day - Conferences 5:00 - 8:00 P.M.
Thur.	April 2	Conferences 5:00 - 8:00 P.M.
Fri.	April 3	No School - Conferences 9:00 A.M. - 1:00 P.M.
Mon.	April 6	Spring Vacation Begins
Mon.	April 13	School Resumes
Fri.	April 17	1/2 Day - Good Friday
Mon.	May 25	No School - Memorial Day
Wed.	June 3	Exams
Thur.	June 4	Exams - Last Day - 1/2 Day for Students End of 4th Nine Weeks (47 Days)

Student Days	180
Staff Days	184
New Staff Days	185

In addition, up to three more 1/2 days will be scheduled for In-Service - 1/2 day students and staff 1/2 day staff only.

76-04-08 A salary schedule for the 1991-92 school year shall be generated from the 1990-91 schedule at the rate of + 5%.

72-04-00 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.

72-08-00 All missed student days shall be made up at the end of the school year as per state law. The Association agrees to make up these days without any extra monetary compensation.

### CHANGES

The new hourly rate is \$14.12 which applies to duties not covered in the salary schedule.

With a \$100.00 increase, the following will be:

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

Valic and American Capital have been added to annuities options.

76-24-12

Beginning with the first pay of the second semester of the 1991-92 school year a \$400.00 longevity bonus will be paid to teachers who have completed 15 consecutive years at Homer Community Schools. For the purpose of 76-24-12, approved Board of Education leaves are not considered interruptions.



88-12-00

88-12-00 This Agreement shall be effective as of July 1, 1991 and shall shall continue in effect until the 30th day of June, 1992. 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 Lester H. Malley  
President

By Susan B. Vincent  
Secretary

By Nancy Norton  
Chairman, Negotiating Committee

By Benjamin Rockwell  
President

By Larry Bown  
Secretary

Dated this 19<sup>th</sup> day of September 1991

- 76-24-24 The Board shall provide, without cost to the employee the following MESSA Insurance program; (Plan A) Super Care 1 Medical Insurance, VSPI (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 coverages will be effective from October 1, 1991 until September 30, 1992.

For the life of this contract the Board of Education agrees to pay the \$50.00 individual or \$100.00 family Super Care I deductible fee. The \$50.00 and \$100.00 deductible will be reimbursed to the teachers in the 1st pay in November in a separate check.

- 76-24-08 In addition, for individuals not needing health insurance, the Board will provide the following fringe benefit program: (Plan B) Delta Dental 75/75/60/1000, VSPI, 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:

MEA Group Term Life Insurance  
MEA Loss of Time  
Tax Deferred Annuities from Woodman, Metropolitan,  
Washington National, MEA Insurance Companies, and/or Valic  
and American Capital

- 76-24-12 The first pay of the second semester of the 1991-92 school year a \$400.00 longevity bonus will be paid to teachers who have been employed at Homer Community Schools for 15 consecutive years. For the purpose of 76-24-12, approved Board of Education leaves are not considered interruptions.
- 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 for the full twelve month period commencing October 1 and ending September 30. When necessary, premiums in behalf of the

76-08-12  
76-16-04

Class Sponsors

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 two sponsors
12th Grade	3% per sponsor for two 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
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 \$14.12 per hour for the 1991-92 school year.
- 76-08-20 The rate of \$14.12 per hour for the 1991-92 school year and summer, shall apply to the instructors of Driver Education, Librarian, Summer Band, and Counselors.
- 76-12-00 LUNCH ROOM DUTY - A teacher taking lunch room duty as defined in 26-16-00 will be compensated in the following manner: the teacher 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

76-00-00  
76-04-06

76-00-00  
76-24-24

**COMPENSATION**

76-04-00      Basic Salary Schedule

76-04-04      Each teacher will be paid according to his position on this Basic Salary Schedule 1991-92.

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Steps	BA Degree	BA Degree + 15 S.H.	MA Degree or BA Degree + 30 S.H. Approved by Administration	MA Degree + 15 S.H. or BA Degree + 45 S.H. Approved by Administration	Yr. Exp.
1	21,107	22,044	22,978	23,909	0
2	22,044	22,978	23,909	24,847	1
3	22,978	23,909	24,847	25,780	2
4	23,909	24,847	25,780	26,715	3
5	24,847	25,780	26,715	27,647	4
6	25,780	26,715	27,647	28,585	5
7	26,715	27,647	28,585	29,521	6
8	27,647	28,585	29,521	30,454	7
9	28,585	29,521	30,454	31,387	8
10	29,521	30,454	31,387	32,321	9
11	31,212	31,387	32,321	33,258	10
12		32,321	33,258	34,192	11
13		33,258	34,192	35,128	12
14		34,967	35,128	36,057	13
15			36,843	37,783	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.