

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

For the 2015-16 School Year

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04-00-00 RECOGNITION AND CONTINUITY OF OPERATIONS

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

04-04-04 All full-time and regularly employed part-time certified teachers and non-certified teachers as hereinafter provided employed by the Board, excluding substitute teachers and supervisors such as the Superintendent of Schools, Administrative Assistants, Business Managers, Principals, Assistant Principals, Instructional Leaders, and all non-certified employees.

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

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

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

04-20-00 Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by Emergency Manager.

08-00-00 DEFINITION OF TERMS

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

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

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

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

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

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

16-00-00 TEACHER AND ASSOCIATION RIGHTS AND PROTECTION

- 16-04-00 Pursuant to Act 336 of 1947, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together, to form, to join or to assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation, or bargaining, or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the employment of any of the rights covered by Act 336 of P.A. of 1947, as amended, or other laws of the State of Michigan, or the Constitutions of the State of Michigan or of the United States, that it will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership or non-membership in the Association, his participation or refraining from participation in any lawful activities of the Association, or in collective professional negotiations with the Board, or of his institution of any lawful proceedings or grievance pursuant to this contract or any proceeding pursuant to law.
- 16-08-00 Each teacher shall have the right, upon request, to review the contents of the personnel file maintained about him by the school system. The review(s) will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals and previous employers are specifically exempted from such review. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- 16-08-02.01 Each teacher's personnel file shall contain the following:
- all teacher evaluation reports
 - copies of annual contracts
 - teacher certificate and transcript of academic records
 - tenure recommendation
- 16-10-00 No material other than privileged information may be placed in a teacher's personnel file without allowing that teacher an opportunity to include a response to permanently remain therein. The above items of information will all be available in one file.
- 16-10-02 The school will notify the teacher of any request to examine a teacher's personnel file.
- 16-12-00 In any act of teacher discipline 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 will be made 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.
- 16-20-00 The Board, Association and individual teachers agree that they shall not discriminate against or between employees covered by this agreement on the basis of race, color, creed, national origin, sex, marital status, age, physical characteristics, place of residence, physical or mental handicaps or membership in any professional organization or participation in its activities.
- 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 Every attempt will be made to provide teachers written notice of their schedules for the forthcoming school year by August 1. In the event an emergency situation occurs after August 1 that requires changes in teachers' schedules, the affected teachers and Association will be notified promptly.
- 16-32-00 When the schools are closed to students due to an act of God, teachers shall not be required to report for duty.
- 16-32-02 When school is delayed, teachers shall not be required to report during the period of the delay, unless requested by the Superintendent.
- 16-36-00 The Association and its members shall have the right to use a room in one of the school buildings upon prior approval of the building Instructional Leader or Board agent, without rental fee except that the Association will be required to pay for any extra custodial expense, if it results from said meetings.
- 16-40-00 The Board agrees to make available to the Association, in response to reasonable requests, all available public information and to provide within seven (7) days of hire, the name and address of any new teacher.
- 16-48-00 The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards located in the teachers' lounges, and to use school mail services. This does not include postage.
- 16-52-00 The Board specifically recognizes the right of its teachers to appropriately invoke the assistance of MERC 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, duplicating equipment, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use outside the school day. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for any damage to said equipment while in its charge.
- 16-60-00 No teacher shall be prohibited from wearing insignia pins or other reasonable indicia of membership in a professional organization either on or off the school premises.
- 16-62-00 No teacher will be required to attend or endorse political or religious meetings.
- 16-64-00 It is recognized that teachers can best function in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.
- 16-64-04 Once a student receives a grade and/or credit in a class, that grade and/or credit will not be changed or altered by the Administration or Board without the knowledge of the teacher or HEA Board of Governors. If the teacher does not agree with the change/alteration, the teacher may file a written objection with the building Instructional Leader before the change is made and have the objection placed in his/her personnel file. Further, in cases where students' grade/credit has been changed or altered by the Administration or the Board, the District agrees to accept full responsibility.
- 16-68-00 Any assignment other than regularly scheduled classroom teaching and conference periods shall not be obligatory, but shall be with the consent of the teacher (except for the extracurricular band position which shall be obligatory for the instrumental music teacher).
- 16-68-02 Mentor teacher is a voluntary position. Mentor teachers will:
- be tenured teachers with at least 3 years in the district.
 - be teaching in the subject area if possible.
 - have training in professional development providing it is available.
 - be given adequate time resources and support in their role as mentor.
 - not serve in an administrative capacity.
- It is possible for a new teacher to have more than one mentor.
- 16-68-04 Administrators may request teachers to assume hall duties for the purpose of supervision between classes and immediately before and after school.
- 16-72-00 A reasonable effort shall be made to avoid returning sick students to the classroom.

- 16-80-00 No teacher shall be required to sign, file, carry or submit any forms, memorandums, etc. not provided for in this contract; required by law, required for normal payroll activities, or requested for the normal day to day operations of the school.
- 16-82-00 Administrators shall address teachers' concerns within a reasonable period of time.
- 16-82-02 Teachers have the right to ask administrators for school related information and be treated in a courteous manner.
- 16-84-00 Teachers with a similar assignment, designation, or job description will have similar duties and responsibilities except when an individualized development plan specifies otherwise.

20-00-00 TEACHER AND ASSOCIATION RESPONSIBILITIES

- 20-04-00 Each teacher shall report to his/her classroom or duty station at least ten (10) minutes before the beginning of the normal pupil school day and remain in the school, subject to administrative directive, ten (10) minutes after the end of the normal pupil day. The teacher shall remain an additional ten (10) 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 must have a valid teaching certificate. This certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.
- 20-20-00 Each teacher shall assume authority or take appropriate action for student misconduct on school property or at school sponsored events off the school property.
- 20-24-00 Any injury which arises out of, or occurs in, the course of employment of a teacher shall be promptly reported to the teacher's supervisor. 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.
- 20-32-00 Care of property and safety of pupils. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property, and teachers are individually liable to pupils and/or parents for injury in the case of negligence.
- 20-36-00 See Sec. 54-12-00 Notification of Illness.

24-00-00 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 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.

28-04-24 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.

28-04-36 Adequate off-street parking facilities adjacent to the school at all buildings.

28-04-40 Telephone facilities for teachers' reasonable use.

28-04-44 Adequate typing and duplicating facilities, and clerical personnel at each school to aid teachers in the preparation of instructional materials.

28-04-48 Each faculty member, upon request, with an outside door school key.

28-08-00 The Board agrees to be responsible to:

28-08-04 Acquire substitutes, if available, for absent teachers. Administrators may assume the role of an absent teacher.

28-08-08 Maintain safe, clean facilities for teachers and pupils.

28-12-00 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 these matters are known to the Superintendent's office four (4) working 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, and they will be compensated one hour of extra duty pay. The Board shall attempt to solicit a volunteer for the position. Should no teacher volunteer for said position the assignment shall be made on a rotating basis among high school teachers. The lunchroom supervisor shall have the support of the present student discipline code with the cooperation of the Instructional leader.

See Also 36-12-08

- 28-20-00 The Board agrees to continue to reserve the present three rooms which are reserved for the use of faculty, unless room for room changes are mutually agreed upon by the Association and the Board.
- 28-24-00 If any teacher is complained against or sued as a result of action taken by the teacher while in pursuit of his employment, the Administration will immediately investigate. Within 24 hours of the completion of the investigation, the Administration will inform the teacher of its findings and recommendations. If the teacher so desires, this investigation will include a full and complete Board hearing with the accused and original accuser hearing both sides. The teacher would also be allowed to call in relevant witnesses. If the Board determines that the teacher acted within his rights and used good 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 texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials.
- 28-44-00 The Board agrees to appropriate the funding for the teacher in-service through the life of this contract. The type and scope of the in-service training will be decided by the Association In-service Committee and the Administration.

32-00-00 TEACHER EVALUATION

- 32-04-00 An evaluation will be done by a member of the Administration who personally observed the teacher and who did so with the full knowledge of the teacher being observed.

- 32-16-00 In the event that the teacher feels the evaluation was incomplete or unjust, the teacher may put 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 not relevant to teaching shall not be referred to in a teacher's evaluation, but may be included in an individualized development plan.

36-00-00 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. Building administrators have the responsibility to notify receiving teachers when a student enrolls in Homer District with past incidents of known repetitive assaultive behavior or expulsion due to a weapons violation. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise his instructional leader; if the instructional leader concurs, reasonable steps shall be taken to provide such special attention as is required. Control and discipline of the classroom is a responsibility of every teacher.

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

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

See Also 40-04-00 Assault

- 36-12-04 When a student's behavior at any extracurricular activity becomes intolerable, the teacher in charge may exclude the student from the activity. In such cases, the teacher will furnish the building principal, 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 building principal resolves the problem following established policy.

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

40-00-00 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 one school day 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.

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 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.
- 44-10-00 The parties recognize that students mainstreamed into a regular classroom who have learning disabilities will occasionally warrant special attention of the teacher and the administration agrees to make every effort to adjust class loads accordingly. Special education teachers will notify teachers of any students with special needs.
- 44-12-00 It is also understood that there may be some classes scheduled before and/or after the normal pupil school day. This paragraph does not exclude mutual agreement between teachers and Board under which a teacher may teach a class before or after a normal pupil day. This mutual agreement shall be in conformity with the thirty (30) period pupil contact in the classroom per week set forth below.
- See Also 20-04-00 Teaching Day
- 44-16-00 The normal weekly teaching load in the Homer Community School District will not exceed an average of thirty (30) periods 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 thirty (30) periods of pupil contact per week, he will be expected upon occasion to participate in a "rainy day" supervision schedule. The thirty (30) period average week should not be violated. A four (4) week average of one hundred twenty (120) periods 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.
- 44-24-00 It is agreed that curriculum meetings, staff meetings, department meetings, grade level meetings, and meetings scheduled with parents (other than regularly

scheduled parent-teacher conferences) shall not exceed thirty (30) hours per year. It is expected that all teachers shall be in attendance at any meeting called by their Instructional Leader or Superintendent. This language does not prohibit a teacher from working in excess of thirty (30) hours.

- 44-24-04 It is recognized that teachers and students can best function when interruptions are kept to a minimum. Therefore, efforts shall be made on the part of administrators to communicate information and announcements of importance to staff on a daily basis in a manner designed to minimize interruptions.
- 44-26-00 The administration will make every attempt to give one week's notice before events that remove a group of students from class or alter the instruction time designated to a class. (i.e. assemblies, field trips, meetings, testing, etc.) This does not prohibit emergency situations.
- 44-26-02 Parents, guardians and/or agents of students are welcome in classrooms but they need to realize their presence may alter the educational environment. Therefore, visits and observations will be agreed on at least 2 full days in advance.
- 44-28-00 All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) 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.

46-00-00 LEAST RESTRICTIVE ENVIRONMENT

46-12-04 STATEMENT OF PHILOSOPHY

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

46-04-00 LOCAL DISTRICT PLANNING

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

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

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

46-06-00 IEPT/MET PARTICIPATION

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

46-08-00 SUPPORT FOR REGULAR EDUCATIONAL PERSONNEL

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

46-08-02 Accordingly, in order to assure that the handicapped student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the teacher may invoke the following:

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

46-08-02-06 If the teacher has cause to believe that the participation by a student with disabilities in the regular education class significantly disrupts or has a negative impact on the educational process for the student with disabilities or other students in the class, the teacher may invoke the review process outlined in 46-08-04 of this section.

46-08-02-08 Review Process

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

46-08-04 LRE Review Committee

An LRE Review Committee is hereby established. The Committee shall be empowered to receive, review and respond to requests of any bargaining unit member regarding assistance desired in resolving problems arising out of the member's attempt to implement the least restrictive environment mandate.

- 46-08-06 The Committee shall be composed of an equal number of representatives of the Association and the District. The Committee shall not exceed 8 members. If the recommendation of the Committee can be implemented without recalling the IEPT the recommendation will be implemented in accordance with the agreed upon timeline. If the recommendation of the Committee cannot be implemented without recalling the IEPT, an IEPT will be convened forthwith, and the recommendation of the Committee shall be the recommendation of the parties to this agreement at the IEPT to be considered by all IEPT participants in making their determination.
- 46-08-08 If a majority of the LRE Committee is unable to agree upon a solution to the problem(s) at the request of either party the issue shall be submitted to a neutral third party agreed to by the parties for review. For purposes of this provision the following shall apply:
- 46-08-08-02 Absent exceptional cause, the third party recommendation shall be implemented unless such recommendation would require reconvening the IEPT.
- 46-08-08-04 If the recommendation of the third party would require reconvening the IEPT the recommendation shall be advisory to the IEPT and shall be the recommendation of the parties to this agreement at the IEPT to be considered by all IEPT participants in making their determination.
- 46-10-00 ACCOUNTABILITY/LIABILITY
- Bargaining unit members shall be held accountable for awareness and implementation of the IEP of students with disabilities where appropriate. No bargaining unit member shall be held accountable if a student with disabilities, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.
- 46-12-00 SCHOOL HEALTH SERVICES
- No bargaining unit member shall be required to provide school health services.
- 46-12-02 For the purposes of this Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 33.17001).
- 46-12-04 No bargaining unit member shall be required to provide services where to do so would cause the member to touch or view the genital area of a student.

48-00-00 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 a permanent bargaining unit vacancy or an additional duty in this contract in provision 76-08-00. Et seq., occurs in the District, the Board agrees to publicize the same by giving written notice of such vacancy to the president of the Association and if the vacancy occurs during the school year, provide for appropriate posting of the bulletin boards in the teachers' lounges.

The vacancy will be communicated internally so that all currently employed certified and qualified teachers will be given first consideration for appointment to vacant bargaining unit positions, based on content and/or grade level evaluations. Teachers may apply in writing to the respective administrative office.

The administration reserves the right to select the applicant who is best qualified for the vacancy.

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.

52-00-00 HEALTH OF TEACHERS

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

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

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

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

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

52-08-00 All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such

certification, the Board shall return the employee to his former employment status or equivalent duties, without prejudice.

54-00-00 SICK DAYS AND PERSONAL BUSINESS DAYS

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

54-04-04 Personal illness.

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

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

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

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

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

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

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

- 54-20-00 Sick leave days which remain unused, shall be allowed to accumulate from year to year up to a maximum of 120 days. A teacher may only accumulate a maximum twelve (12) combined sick leave days and personal days per year.
- 54-20-04 Any teacher who has exhausted his or her sick leave accumulation and is unable to return to work, shall be granted an unpaid leave of absence for the duration of the illness or disability. Any teacher who is eligible to utilize sick leave, may, at his or her option, take unpaid leave in lieu of sick leave. The teacher on extended sick leave shall accrue seniority. Fringe benefits will be treated as per contract specifications. (See 76-24-16). Any extended leave beyond 2.0 years must be approved by and is at the discretion of the Board of Education.
- 54-22-00 Each teacher shall notify the school administration as soon as possible regarding the anticipated date of any predictable disability, such as surgery, pregnancy, etc. If the teacher requests, the administration shall keep the information confidential.
- 54-24-00 Three (3) days per year will be available to a teacher for personal use. The teacher shall request permission at least forty-eight (48) hours in advance of the expected date of absence. Unused personal day(s) will be added to the accumulated sick leave, providing it does not exceed the one hundred twenty (120) day maximum.
- 54-24-04 On any given work day, no more than five (5) teachers may be absent using personal time. Personal use time will be granted on a first come, first served basis. Personal leave may not be used for other employment compensation, or on parent-teacher conference or professional development days without principal approval.
- 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 personal and/or comp days.
- 54-30-00 A teacher may request, in writing, payout of his/her current year sick day allowance (currently 10 days per year) at the rate of \$100 per day. The request must be received in writing by the Business Office no later than May 1. The payment shall be made under an approved special pay plan exempting the payment from employer and employee FICA taxes.

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 and the employee's retirement for said days.

56-00-00 LEAVES

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

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

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

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

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

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

56-20-00 A leave of absence for military service shall be granted in accordance with State and Federal law.

56-22-00 Family and Medical Leave Act (FMLA) of 1993

1. Any full-time or part-time employee who meets the criteria under 2a below will be afforded up to twelve (12) continuous or intermittent weeks of unpaid leave in any twelve (12) month period for any of the following reasons:

- a. The birth or adoption of a child or placement of a foster child in the employees care, regardless of the child's age.
- b. Serious illness of an employee's spouse, parent or child who is under the age of eighteen (18) or handicapped.
- c. Employee's own serious health condition.

d. Other reasons as specified under FMLA.

2. The FMLA includes the following specific provisions:

a. Employees must have at least twelve (12) months of service (not necessarily consecutive) and must have worked at least 1,250 hours in the twelve (12)-month period immediately before the leave begins.

b. The school district must guarantee employees the right to return to the previous or an equivalent position with no loss of benefits at the end of the FMLA leave as provided by law.

c. Employees are entitled to continue medical and dental benefits under the group health plan while on FMLA leave under the same conditions as when they were on the job. The school district must continue any group health insurance premium contributions during FMLA leave, but may recover such amounts as provided by law.

3. Employees are obligated to notify the school district in advance as provided by law for birth, adoption, foster child or planned medical treatment when the need for the leave is foreseeable. However, when the leave is needed on an emergency basis, notice will not be required.

4. The twelve week FLMA period shall be counted on a rolling year basis.

56-24-04 Pregnancy: Disability due to pregnancy or medical conditions arising from delivery, post-delivery, and/or recovery complications shall be treated the same as any other disability or illness.

56-32-04 Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement up to one (1) year in accordance with state law.

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 Community School District in good standing and has accumulated 10 years of service 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 maximum. The payment shall be made under an approved special pay plan exempting the payment from employer and employee FICA taxes.

56-48-04 A teacher may request, in writing, up to 50 days (at a rate of \$25 per day) of early

severance pay. An employee receiving early severance pay will have his/her sick day bank ceiling permanently reduced by the number of early pay severance days utilized (i.e. if an employee has 120 days in his/her sick day bank and 50 days are received via an early severance buy out, the employee's new ceiling is permanently reduced from 120 days to 70 days).

60-00-00 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 teacher.

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

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

See Also 32-00-00 Teacher Evaluation

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

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

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

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

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

See Also 08-16-00 "Days"

See Also 68-00-00 Reduction

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

A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the Instructional Leader for the building in which the grievance arose, the grievant, and the Secretary of the Association.

- 60-36-00 Level Five - Individual teachers shall not have the right to process a grievance at Level Five.
- 60-36-04 If the Association is not satisfied with the disposition of the grievance at Level Four, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- 60-36-08 The case in arbitration shall be conducted in accordance with the rules established by the American Arbitration Association.
- 60-36-12 Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- 60-36-16 The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association.
- 60-36-20 Powers of the arbitrator are subject to the following limitations:
 - 60-36-20-04 He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - 60-36-20-08 He shall have no power to establish salary scales.
 - 60-36-20-12 He shall have no power to change any practice, policy or rule of the Board not 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.

- 60-36-28 No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- 60-36-32 The cost of arbitrator shall be borne equally by the parties except each shall assume its own cost for representation including any expense of witnesses.
- 60-40-00 Should a teacher fail to institute a grievance, or appeal decision, within the time limits specified, the grievance will not be processed.
- 60-44-00 All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- 60-48-00 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

64-00-00 STUDENT TEACHERS

- 64-04-00 Student teachers will be assigned only to qualified tenured teachers who freely agree to accept the responsibility.
- 64-08-00 Any monies received from the University for placing the student teacher will be expended in a manner to be decided upon by the teacher in question and his Instructional Leader. At the end of each semester a report on all such expenditures will be filed with the Board.
- 64-12-00 The Board agrees to provide the student teacher with texts, guides, building policies, and a copy of this agreement.

68-00-00 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 School District of tenured teachers, commencing from the beginning of the semester during which the teacher assumed teaching duties as a bargaining unit member. Seniority shall be accrued during a leave of absence. Previous seniority shall not be lost. Layoffs shall not constitute an interruption in continuous service. Therefore, seniority shall continue to accrue during layoff. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- 68-04-04 There shall be no seniority among probationary teachers. However, once tenure is granted, seniority will date back to date of hire as described above.

- 68-04-08 Upon request the Board will prepare a seniority list for the H.E.A. The seniority list will be posted annually by October 1 and electronically communicated to all bargaining unit members. Objections to the list shall be filed within 10 days. Thereafter the list shall be final and conclusive.
- 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. Procedures set forth by the Board & State law shall be used in laying off teaching personnel.
- 68-26-06 No special assignments or combinations of classes shall be constructed to ensure the employment of a less senior teacher.
- 68-28-04 Failure to respond within 10 days of receiving a recall notice via a registered and certified letter, the laid off employee will lose his/her right to recall. The recall letter must be received and signed for by the laid-off teacher.
- 68-32-00 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 PART-TIME PERSONNEL

70-00-02 A "part-time" teacher is any teacher whose teaching load is less than thirty (30) 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:

*1/7 salary, 1/7 benefits, 1/7 preparation period (at teacher request) for 1 student contact hour per day.

*2/7 salary, 2/7 benefits, 2/7 preparation period (at teacher request) for 2 student contact hours per day.

*3/7 salary, 3/7 benefits, 3/7 preparation period (at teacher request) for 3 student contact hours per day.

*4/7 salary, 4/7 benefits, 4/7 preparation period (at teacher request) for 4 student

contact hours per day.

*5/7 salary, 5/7 benefits, 5/7 preparation period (at teacher request) for 5 student contact hours per day.

Anybody who has six (6)* or more student contact hours per day and is regularly employed is considered full time.

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

- 70-12-00 Part-time teachers will fully responsible 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 School District as of June 1, 1983, will continue to receive full seniority regardless of time worked. Any part-time teacher 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 CALENDAR 2015-16

School Day

Full Day – **8:00 AM to 3:00 PM** – 30 minute uninterrupted lunch

½ day – **8:00 A.M. to 11:00 A.M.**

Professional Development Delayed Start – 10:00 A.M. to 3:00 P.M.

August 27 (Th)	New Staff Professional Development	
August 28 (F)	New Staff Professional Development	
August 31 (M)	All Staff Professional Development 8-3	(7 DPPD)
September 1 (Tu)	All Staff Professional Development 8-4	(7 DPPD)
September 2 (W)	All Staff Professional Development 8-1	(5 DPPD)
	Open House 6-8 PM	
September 3 (Th)	All Staff Professional Development 8-4	(7 DPPD)
September 8 (Tu)	First Day of School	
November 6 (F)	End of 1 st Nine Weeks – 44 days	
November 10 (Tu)	Parent-Teacher Conferences 4-8 PM (Student Dismissal 2:00)	
November 12 (Th)	Parent-Teacher Conferences 4-8 PM (Student Dismissal 2:00)	
November 13 (F)	No School	
November 25 (W)	Thanksgiving Break – No School	
November 26 (Th)	Thanksgiving Break – No School	
November 27 (F)	Thanksgiving Break – No School	
December 21 (M)	Christmas Break Begins	
January 4 (M)	School Resumes	
January 18 (M)	MLK Day/PD 8-12noon – No school for students	(4 DPPD)
January 27 (W)	Exams	
January 28 (Th)	Exams	
January 29 (F)	Exams – End of 2 nd Nine Weeks – 45 days	
February 12 (F)	Mid-Winter Break – No School	
February 15 (M)	President’s Day – No School	
March 22 (Tu)	Parent-Teacher Conferences 4-8 PM (Student Dismissal 2:00)	
March 24 (Th)	Parent-Teacher Conferences 4-8 PM (Student Dismissal 2:00)	
March 25 (F)	Good Friday – No School	
April 1 (F)	End of 3 rd Nine Weeks – 42 Days	
April 4 (M)	Spring Vacation Begins	
April 11 (M)	School Resumes	
May 30 (M)	Memorial Day – No School	
June 5 (Su)	Graduation – Ceremony at 2 PM	
June 8 (W)	Exams	
June 9 (Th)	Exams	
June 10 (F)	Exams – End of 4 th Nine Weeks -Last Day of School Student dismissal at 11:00 A.M.) – 44 days	

175 student days/180 staff days

(30) hours District Provided Professional Development (DPPD)

Professional Development Dates – Wednesdays (15 x 2 hours = 30 hours)

September 16, 30	January 6, 20	May 18
October 14, 28	February 3, 17	May 25 (if needed)
November 11, 18	March 9, 23	June 1 (if needed)
December 2	April 20	

<p> (155) Full Days (8-3) = 6.5 hours x 155 = 1,007.5 hours (15) Professional Days = 4.5 hours x 15 = 67.5 hours (4) Early Dismissal Days = 5.5 hours x 4 = 22.0 hours (1) Half Day (8-11) = 3.0 hours x <u>1</u> = 3.0 hours 175 days = 1,100 hours (2.0 hr. cushion) </p>
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74-00-00 INSTRUCTION AND CLOCK HOURS

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

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

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

76-00-00 COMPENSATION

76-04-00 Basic Salary Schedule – SEE APPENDIX A

76-04-02 For any teacher who reaches the maximum horizontal step (MA +15) the District will reimburse the employee for graduate credits earned beyond a masters plus 15 hours up to \$500 in any 365 day period. The employee must notify the District within thirty (30) days of the start of class. Should an employee leave the District within five years of receiving this reimbursement, the employee would be obligated to reimburse the District 50% of any compensation received during the five years prior to leaving the district.

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

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.

76-06-00 Teachers receiving an evaluation rating of ‘effective’ or ‘highly effective’ will receive an off-schedule payment of one-quarter percent (¼%) of their current salary from Appendix A.

76-08-00 Remuneration of Additional Duties – SEE APPENDIX B

76-08-02 Longevity Payment for Athletics

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

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

76-08-14 Required duties over and above the normal school day, not covered in the table shall be paid at the rate of \$23.90 per hour for the 2015-16 school year. This shall include summer school instruction and lunch room duty.

- 76-16-00 Other Reimbursement.
- 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 - half (1/2) times his hourly rate for each teaching period in excess of such norms. Example:

$$\frac{1.5 \times \text{annual salary}}{\text{Number of hours taught per year}}$$
- 76-16-12 Any teacher who gives up his conference or preparation period to teach a regular class in the Homer Community School District for an absent teacher will be paid for said class at the rate of 1.20 times the hourly rate per hour (\$28.68 for 2015/16).
- 76-16-16 Expenditures incurred to attend professional meetings at the request of or approved by the Board shall be reimbursed at the following rate:
- 76-16-16-04 Actual railroad, bus, or plane fare, private car expense at the current IRS mileage rate (Mileage and fares shall be figured on actual distance traveled).
- 76-16-16-08 Meals not to exceed \$50.00 per day, upon presentation of receipts.
- 76-16-16-12 Lodging not to exceed \$100.00 per day, upon presentation of receipts.
- 76-24-00 Fringe Benefits
- 76-24-04 The Board shall provide employees with a choice of the following MESSA insurance programs:
- Choices II Medical Insurance with a \$500/\$1000 deductible with the saver prescription co-pay program; Blue Cross Blue Shield vision insurance, and Delta Dental 75/75/60/1000.
 - MESSA ABC Plan 1 with a \$1,300/\$2,600 deductible and the ABC prescription program; Blue Cross Blue Shield vision insurance and Delta Dental 75/75/60/1000.

In addition, \$10,000 AD&D Term Life Insurance shall be provided to the employee through the MESSA Insurance Program.

The Board shall provide a monthly payment equal to the maximum hard cap set by the State of Michigan. The District will adjust the mandated state insurance cap annually. The District will pay 100% of the annual insurance premiums for vision, dental and life insurance.

For employees electing alternative health insurance, the Board will provide dental, vision and term life insurance coverage as mutually agreed upon by the Board and the Association. The District will pay 100% of the annual insurance premiums for vision, dental and life insurance. In addition, a monthly payment of one half (1/2) of the state mandated hard cap for a two person family may be applied toward the following options: Cash in Lieu, MEA Group Life Insurance, MEA Loss of Time,

or Tax Deferred Annuities mutually consented to by the Association and the Board, upon providing proof of alternative health insurance coverage.

76-24-16 In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

76-24-20 The Board shall make payment of insurance premiums for each employee to provide insurance coverage's for the full twelve-month period commencing July 1 and ending June 30. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Teachers hired after the beginning of the school year shall receive the mentioned fringe benefits for that portion of the year remaining through June 30.

80-00-00 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 NEGOTIATIONS

84-04-00 Prior to March 1, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

84-08-00 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by the membership of the Association and by the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

88-00-00 RATIFICATION

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

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

88-12-00 This Agreement shall be effective as of August 13, 2015 and shall continue in effect until the 30th day of June, 2016. 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 _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chairman, Negotiating Committee

Dated this _____

APPENDIX A – SALARY SCHEDULE

For the 2015-16 school year

STEP	2015-16 Salary BA	2015-16 Salary BA +15	2015-16 Salary MA or BA +30	2015-16 Salary MA +15 or BA +45
1	\$36,065	\$37,780	\$39,508	\$41,259
2	\$36,921	\$38,642	\$40,381	\$42,137
3	\$38,528	\$40,262	\$42,014	\$43,777
4	\$40,142	\$41,887	\$43,648	\$45,419
5	\$42,104	\$43,981	\$45,769	\$47,573
6	\$44,168	\$46,186	\$48,007	\$49,849
7	\$45,825	\$47,868	\$49,703	\$51,551
8	\$47,400	\$49,464	\$51,301	\$53,155
9	\$49,076	\$51,155	\$53,001	\$54,867
10	\$53,895	\$53,636	\$55,660	\$57,711
11		\$56,047	\$58,247	\$60,485
12		\$57,807	\$60,026	\$62,284
13		\$61,761	\$61,809	\$64,079
14			\$65,701	\$68,023

Longevity Pay

Maximum salary step	\$2,100
15 years	\$2,350
21 years	\$2,650
25 years	\$2,950

Teachers that are at the top of the salary schedule for at least one year will receive an off-schedule payment of \$400 on the second payroll of December.

Within 30 days of receipt of the District’s Fall 2015 pupil count audit, each teacher eligible for a step increase shall receive an off-schedule payment derived by the following formula:

$((\text{Fall 2015 FTE audited count} \times \$7,341) - (1,089 \times \$7,341)) \times 50\%$ divided by the number of eligible teachers, up to the total cost of step increases according to the 2015-16 salary schedule.

APPENDIX B - SCHEDULE OF REMUNERATION FOR EXTRA-DUTY ASSIGNMENTS

Note: Bargaining unit members will be paid on the step level according to years of teaching experience at Homer Community Schools

ATHLETICS

	Step 1	Step 2	Step 3
Position Title	0 to 4 Years	5 to 9 Years	10 Years +
FALL			
Varsity Football	4,000	5,000	6,000
Assistant Football	2,500	3,000	3,500
Assistant Football	2,500	3,000	3,500
Assistant Football	2,500	3,000	3,500
Assistant Football	2,500	3,000	3,500
7th Grade Football	1,000	1,500	2,000
8 th Grade Football	1,000	1,500	2,000
Varsity Volleyball	4,000	5,000	6,000
Junior Varsity Volleyball	2,500	3,000	3,500
8th Grade Volleyball	1,000	1,500	2,000
7th Grade Volleyball	1,000	1,500	2,000
Varsity Cross Country Boys and Girls	3,000	3,500	4,000
Sideline Cheerleading	1,500	2,000	2,500
JV Sideline Cheerleading	1,000	1,500	2,000
WINTER			
Varsity Basketball	4,000	5,000	6,000
Junior Varsity Basketball	2,500	3,000	3,500
8th Grade Basketball	1,000	1,500	2,000
7th Grade Basketball	1,000	1,500	2,000
Varsity Wrestling	4,000	5,000	6,000
7 th & 8 th Grade Wrestling	1,000	1,500	2,000
Competitive Cheerleading	1,500	2,000	2,500
SPRING			
Varsity Baseball	3,500	4,000	4,500
Junior Varsity Baseball	2,000	2,500	3,000
Varsity Softball	3,500	4,000	4,500
Junior Varsity Softball	2,000	2,500	3,000
Varsity Boys Track	3,500	4,000	4,500
Varsity Girls Track	3,500	4,000	4,500
Golf	2,000	2,500	3,000
7th and 8th Grade Girls Track	1,000	1,500	2,000
7th and 8th Grade Boys Track	1,000	1,500	2,000

OTHER	Step 1	Step 2	Step 3
Position Title	0 to 4 Years	5 to 9 Years	10 Years +
ARTS			
High School Band	4,500	5,000	5,500
Junior High Band	500	750	1,000
Jazz Band	1,500	2,000	2,500
Choir	500	750	1,000
Play director	1,000	1,500	2,000
Musical Director	1,000	1,500	2,000
HS Art Club	1,500	1,750	2,000
MS Art Club	1,500	1,750	2,000
Elementary Art Club	1,500	1,750	2,000
EXTRACURRICULAR			
Spanish Club	300	400	500
FFA	8,000	10,000	12,000
Farm Lab	1,000	1,500	2,000
Outdoor Education	1,000	1,500	2,000
High School Science Olympics	300	400	500
Middle School Science Olympics	300	400	500
National Honor Society	300	400	500
High School Quiz Bowl	300	400	500
Middle School Quiz Bowl	300	400	500
*Yearbook Advisor	3,500	4,000	4,500
High School Student Council	800	1,000	1,200
Middle School Student Council	600	800	1,000
Service Learning Director	1,000	1,500	2,000
Youth in Government	300	400	500
5th Grade Class Sponsor	150	200	250
6th Grade Class Sponsor	150	200	250
7th Grade Class Sponsor	300	350	400
8th Grade Class Sponsor	300	350	400
9th Grade Class Sponsor	500	550	600
10th Grade Class Sponsor	500	550	600
11th Grade Class Sponsor	1,000	1,500	2,000
12th Grade Class Sponsor	1,000	1,500	2,000
TEACHER LEADERSHIP			
Mentor Teacher	500	500	500
School Improvement Team Member	1,500	1,500	1,500

*Only if NOT a scheduled class

APPENDIX C – GRIEVANCE REPORT

Page 1 of 2 pages

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

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

STEP ONE

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

Relief Sought

Signature

Date

A. Date received by Instructional Leader _____

B. Disposition by Instructional Leader _____

Signature

Date

C. Position of Grievant and Association _____

Signature

Date

STEP TWO

A. Date received by Superintendent _____

B. Disposition of Superintendent _____

Signature

Date

C. Position of Grievant and Association _____

Signature

Date

STEP THREE

A. Date Received by Board of Education _____

B. Disposition by Board _____

Signature

Date

APPENDIX D

RESPONSIBILITIES

August 1	Teachers can reasonably expect to be notified of their schedules
September 30	Due date for reporting college credit to Superintendent for pay raise in the first semester
December 18	\$400 payout for top of salary personnel
1st Day of 2nd Semester	Due date for reporting college credits to Superintendent for pay raise in the second semester
March 1	Negotiations must be initiated
May 1	Due date to request current year Sick Day Payout
June 30, 2016	Contract expires