MASTER AGREEMENT

BETWEEN THE

HOMER BOARD OF EDUCATION

AND THE

HOMER EDUCATION ASSOCIATION

For the 2024-2025 & 2025-2026 School Years

TABLE OF CONTENTS

04-00-00	Recognition and Continuity of Operations	2
08-00-00	Definition of Terms	2
16-00-00	Teacher and Association Rights and Protection	3
20-00-00	Teacher and Association Responsibilities	7
24-00-00	Rights Reserved to the Board	8
28-00-00	Board Responsibilities	8
32-00-00	Teacher Evaluation	10
36-00-00	Student Discipline & Special Programs	11
40-00-00	Assault	12
44-00-00	Class Load and Restrictions	12
46-00-00	Least Restrictive Environment	14
48-00-00	Position Vacancies	17
52-00-00	Health of Teachers	17
54-00-00	Sick Days and Personal Business Days	18
56-00-00	Leaves	21
60-00-00	Grievance Procedure	23
64-00-00	Student Teachers	26
68-00-00	Seniority	26
70-00-00	Part-time Personnel	27
72-00-00	Calendars	29
74-00-00	Instruction and Clock Hours	32
76-00-00	Compensation	32
80-00-00	Supremacy of Contract	35
84-00-00	Negotiations	36
88-00-00	Ratification	36

Appendix

Appendix A –	Salary Schedule and Longevity Schedule	38
Appendix B –	Extra-Duty Schedule	40
Appendix C –	Grievance Form	42
Appendix D --	Responsibilities	44

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.

16-12-08 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.

16-32-00 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 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.

16-82-03 Upon annual written request by the Association, the Board shall deduct Association dues from a bargaining unit employee's wages if the bargaining unit employee submits an annual full, free written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act.
The District may immediately cease Association dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions.
Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's annual request and (2) the voluntary written authorization from the bargaining unit employee.
Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure.
In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-

payment of union dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

20-00-00 TEACHER AND ASSOCIATION RESPONSIBILITIES

20-04-00 Teachers will report to their classrooms at least ten (10) minutes before the opening of the pupils' regular school day. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day for pre-scheduled conferences.

20-06-00 Teacher hours for a full school day shall be as follows:

7:50 am	Teachers Report
8:00 am	Instructional Day Begins
3:00 pm	Instructional Day Ends
3:10 pm	Teachers Excused

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/recess supervision for students may be provided by a teacher, and they will be compensated double the hourly rate of pay as defined in 76-08-14. 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.

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

32-02-00 The evaluation tool will reflect three levels of effectiveness (effective, developing, needing support) based upon scores utilizing whole numbers. This tool is to be developed by administration in coordination with school improvement teams.

32-04-00 An evaluation will be conducted pursuant to section 1249 of the revised school code as amended.

32-16-00 In the event that the teacher finds in the evaluation a deficiency or that the evaluation was incomplete or the teacher disagrees with the result, the teacher may put objections in writing and have them permanently attached to the evaluation report to be placed in their personnel file within 30 days of the final

evaluation meeting.

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

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 POSITION VACANCIES

48-02-00 A vacancy shall be defined as a new position not previously in existence or one that opens due to 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 and Secretary of the Association.
The vacancy will be communicated internally via e-mail and/or school messenger 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.

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.

54-04-22 **Members may covert two (2) sick days to PTO days each year they are eligible for an extended vacation period. PTO days may be used in conjunction with Business days.**

No more than two (2) teachers may be granted, simultaneously per building, the use of three (3) or more consecutive Business Days, together with PTO days (max five (5) days consecutive absence, so long as the request is received thirty (30) calendar days in advance. Requests will be granted based on the date and time the request is received by the building administrator. Any additional requests beyond two teachers will require prior approval of the building administrator.

Days may not be used before or after a designated holiday or vacation without permission from the building administrator. The designated holidays/vacations shall be: Labor Day, Thanksgiving Vacation, Christmas Vacation, President's Day, Spring Break, Good Friday, Easter Weekend, Memorial Day, and any Federal holiday on which there is no school.

Any teacher using three or more days consecutively without prior approval will take all days beyond the first two unpaid.

Members with 15 or more years of service can use this benefit in the 2025-2026 school year and then revert to a once every 3 year requirement.

Members with 5 or more years of service can use this benefit for 2026-2027 school year and then revert to a once every 5 year requirement.

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 and personal day allowances, up to a maximum of 10 days 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 by June 30.

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 54-20-04)

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

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

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

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

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

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

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

60-08-00 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"

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.

60-36-20-04 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.

60-36-28 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 SENIORITY

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.

68-26-06 The district will not use reorganization as a tool to facilitate a more senior teacher's loss of employment.

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.

72-00-00 CALENDAR DISTRICT CALENDAR 2024 - 2025

School Day
Full Day-8:00 am to 3:00 pm
½ Day- 8:00 am to 11:00 am

August 15 (TH)	New Staff Professional Development - 8-3
August 16 (F)	New Staff Professional Development - 8-3
August 19 (M)	All Staff Professional Development - 8 am -1 pm Open House - 5-6 pm
August 20 (T)	All Staff Professional Development - 8 am-1 pm
August 21 (W)	First Day of School - Half Day - 8-11 am
August 30 (F)	NO SCHOOL - LABOR DAY HOLIDAY
September 2 (M)	NO SCHOOL - LABOR DAY HOLIDAY
October 8 (T)	Parent Teacher Conferences - 3-7 pm, Early Release - 1 pm
October 10 (TH)	Parent Teacher Conferences - 3-7 pm, Early Release - 1 pm
October 11 (F)	Half Day Students/Staff
October 18 (F)	End of first marking period–43 days
October 30 (W)	Early Release, Teacher Professional Development 1-3pm
November 27 (W)	NO SCHOOL - THANKSGIVING BREAK
November 28 (TH)	NO SCHOOL - THANKSGIVING BREAK
November 29 (F)	NO SCHOOL - THANKSGIVING BREAK
December 13 (F)	Elementary Christmas Program
December 20 (F)	Half Day Students/Staff End of First Semester, 42 Days
December 23 (M)	CHRISTMAS BREAK BEGINS
January 6 (M)	NO SCHOOL - Teacher Professional Development Day 8-2pm
January 7 (T)	School Resumes
January 29 (W)	Early Release, Teacher Professional Development 1-3pm
February 14 (F)	NO SCHOOL - Professional Development 8-2
February 17 (M)	NO SCHOOL - PRESIDENTS DAY
March 4 (T)	Parent Teacher Conferences 3 - 7 pm, Early Release 1 pm
March 6 (TH)	Parent Teacher Conferences 3 - 7 pm, Early Release 1 pm
March 7 (F)	Half Day Students/Staff
March 14 (F)	End of third marking period - 49 days
March 19 (W)	Early Release, Teacher Professional Development 1-3pm
March 31 (M)	SPRING BREAK BEGINS
April 7 (M)	School Resumes
April 18 (F)	Half Day Students/Staff - GOOD FRIDAY
May 26 (M)	NO SCHOOL-MEMORIAL DAY
May 30 (F)	End of 2nd Semester - Half Day Students/Staff, 49 days
June 1 (SUN)	Graduation - 2 pm

DISTRICT CALENDAR 2025 - 2026

School Day
Full Day – 8:00 a.m. to 3:00 p.m.
½ Day – 8:00 a.m. to 11:00 a.m.

August 14 (TH)	New Staff Professional Development - 8-3
August 15 (F)	New Staff Professional Development - 8-3
August 18 (M)	All Staff Professional Development - 8 am -1 pm Open House - 5-6 pm
August 19 (T)	All Staff Professional Development - 8 am-1 pm
August 20 (W)	First Day of School - Half Day - 8-11 am
August 29 (F)	NO SCHOOL - LABOR DAY HOLIDAY
September 1 (M)	NO SCHOOL - LABOR DAY HOLIDAY
September 30 (T)	Parent Teacher Conferences - 3-7 pm, Early Release - 1 pm
October 2 (TH)	Parent Teacher Conferences - 3-7 pm, Early Release - 1 pm
October 3 (F)	Half Day Students/Staff
October 17 (F)	End of first marking period–43 days
October 29 (W)	Early Release, Teacher Professional Development 1-3pm
November 26 (W)	NO SCHOOL - THANKSGIVING BREAK
November 27 (TH)	NO SCHOOL - THANKSGIVING BREAK
November 28 (F)	NO SCHOOL - THANKSGIVING BREAK
December 12 (F)	Elementary Christmas Program
December 19 (F)	Half Day Students/Staff End of First Semester, 42 Days
December 22 (M)	CHRISTMAS BREAK BEGINS
January 5 (M)	NO SCHOOL - Teacher Professional Development Day 8-2 pm
January 6 (T)	School Resumes
January 28 (W)	Early Release, Teacher Professional Development 1-3 pm
February 13 (F)	NO SCHOOL - Professional Development 8-2
February 16 (M)	NO SCHOOL - PRESIDENTS DAY
March 3 (T)	Parent Teacher Conferences 3 - 7 pm, Early Release 1 pm
March 5 (TH)	Parent Teacher Conferences 3 - 7 pm, Early Release 1 pm
March 6 (F)	Half Day Students/Staff
March 13 (F)	End of third marking period - 49 days
March 18 (W)	Early Release, Teacher Professional Development 1-3pm
March 27 (F)	Half Day
March 30 (M)	SPRING BREAK BEGINS
April 6 (M)	School Resumes
May 25 (M)	NO SCHOOL-MEMORIAL DAY
May 29 (F)	End of 2nd Semester - Half Day Students/Staff, 49 days
May 31 (SUN)	Graduation - 2 pm

A $300 calendar bonus (off schedule) per HEA member for the completion of the 2026 – 2027 School Year Calendar (when completed and approved by the Board).

Calculation of Total Scheduled Hours

24/25

Full Student Days	166 X 6.5 hours	1079 hours
Half Days	6 X 3.0 hours	18 hours
Early Out	7 X 4.5 hours	31.5 hours
PD	2 X 5.0 hours	10 hours
PD	2 X 5.5 hours	11 hours
Early Release PD *Does not count for total days	3 X 2.0 hours	6 hours
Total	183 days	1155.5 hours

- 1 PD day toward 180 count

25/26

Full Student Days	166 X 6.5 hours	1079 hours
Half Days	6 X 3.0 hours	18 hours
Early Out	7 X 4.5 hours	31.5 hours
PD	2 X 5.0 hours	10 hours
PD	2 X 5.5 hours	11 hours
Early Release PD *Does not count for total days	3 X 2.0 hours	6 hours
Total	183 days	1155.5 hours

- 1 PD day toward 180 count

Professional Development Expectation

The district will communicate at least 25 hours of additional professional development options outside of those provided on the above calendar, not including Safe Schools Training videos, for each teacher to select 5 hours of DPPD. The district is responsible for communicating professional development options for the acquisition of SCECH monthly to teachers. Teachers may acquire hours other than those from the district provided list if they communicate prior to the SCECH coordinator. It is the teacher's responsibility to have enough SCECH/Graduate Course Credit/ DPPD for certification purposes.

74-00-00 INSTRUCTION AND CLOCK HOURS

74-01-00 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 over 24 pay periods. Pay dates will be the 10th and 25th of each month. If the 10th or 25th falls on a weekend or holiday, pay will occur on the previous business day.

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' will receive an off-schedule payment of one-half percent (1/2%) 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 first pay in June 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 $26.72 for the 2024-25 School Year and $27.52 for the 2025-26 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 ($32.06) for the 2024-25 school year, $33.02 for the 2025-26 school year.

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 **$1000/$2000** deductible, **20% Coinsurance, 5T** mandatory mail prescription coverage; VSP 2S vision insurance, and Delta Dental 80/80/80/1000.
- MESSA ABC Plan 1 with a **$1600/$3200** deductible, **20% Coinsurance,** and **5T** mandatory mail prescription coverage; VSP 2S vision insurance and Delta Dental 80/80/80/1000.

In addition, $45,000 AD&D term life insurance shall be provided to the employee through the MESSA insurance program **and Long Term Disability.**

The Board will provide 50% of the deductible in two (2) equal payments before the first business day of February and June into the following:
Choices II Medical Insurance – FSA
MESSA ABC Plan 1 – HSA

Open enrollment will occur in October with plans taking effect January 1, 2025. Additionally, the Board shall vote annually, as required by PA 152, to maintain this 80/20 cost-sharing provision during the life of this Agreement.

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 July 1, 2024 and shall continue in effect until the 30th day of June, 2026.** This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

HOMER EDUCATION ASSOCIATION

Ben Woodring

Ben Woodring, President
Dated: 19 Sep 24

Holly Blashfield, Vice-President
Dated: 9/20/24

BOARD OF EDUCATION OF THE
HOMER COMMUNITY SCHOOL DISTRICT

Gary L. Tompkins, Jr., Board President
Dated: 9/18/24

A. Isabell Nazar

A. Isabell Nazar, Board Secretary
Dated: 9.18.24

APPENDIX A – SALARY SCHEDULE
2024 - 2025 School Year

	2024-2025 Salary	2024-2025 Salary	2024-2025 Salary	2024-2025 Salary
STEP	BA	BA +15	MA or BA +30	MA +15 or BA +45
1	$40,514	$42,444	$44,383	$46,350
2	$41,478	$43,409	$45,366	$47,336
3	$43,283	$45,231	$47,197	$49,179
4	$45,095	$47,055	$49,033	$51,024
5	$47,299	$49,408	$51,418	$53,442
6	$49,620	$51,885	$53,932	$55,999
7	$51,481	$53,775	$55,837	$57,913
8	$53,249	$55,568	$57,632	$59,717
9	$55,133	$57,468	$59,541	$61,638
10	$60,546	$60,256	$62,529	$64,833
11		$62,964	$65,435	$67,950
12		$64,939	$67,434	$69,970
13		$69,384	$69,437	$71,986
14			$73,810	$76,417

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 pupil count audit, each teacher shall receive an off-schedule payment derived by the following formula:

((Blended current year FTE audited count x prior year's foundation allowance)-((prior year's audited Spring pupil count + **10)** X 60%) divided by the number of full-time equivalent teachers, up to the total cost of step increases according to the current year salary schedule.

2025 - 2026 School Year

STEP	2025-2026 Salary BA	2025-2026 Salary BA +15	2025-2026 Salary MA or BA +30	2025-2026 Salary MA +15 or BA +45
1	$41,729	$43,717	$45,714	$47,741
2	$42,722	$44,711	$46,727	$48,756
3	$44,581	$46,588	$48,613	$50,654
4	$46,448	$48,467	$50,504	$52,555
5	$48,718	$50,890	$52,961	$55,045
6	$51,109	$53,441	$55,550	$57,679
7	$53,025	$55,388	$57,512	$59,650
8	$54,846	$57,235	$59,361	$61,509
9	$56787	$59,192	$61,327	$63,487
10	$62,362	$62,064	$64,405	$66,778
11		$64,853	$67,398	$69,989
12		$66,887	$69,457	$72,069
13		$71,466	$71,520	$74,146
14			$76,024	$78,710

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 pupil count audit, each teacher shall receive an off-schedule payment derived by the following formula:

((Blended current year FTE audited count x prior year's foundation allowance)-((prior year's audited Spring pupil count + **10)** X 60%) divided by the number of full-time equivalent teachers, up to the total cost of step increases according to the current year salary schedule.

APPENDIX B - SCHEDULE OF REMUNERATION FOR EXTRA-DUTY ASSIGNMENTS

ATHLETICS

	Step 1	Step 2	Step 3
Position Title	**0 to 4 Years**	**5 to 9 Years**	**10 Years +**
FALL			
Varsity Football	4,275	5,305	6,335
Assistant Football	2,730	3,245	3,760
Assistant Football	2,730	3,245	3,760
Assistant Football	2,730	3,245	3,760
Assistant Football	2,730	3,245	3,760
7th Grade Football	1,110	1,700	2,215
8th Grade Football	1,110	1,700	2,215
Varsity Volleyball	4,275	5,305	6,335
Junior Varsity Volleyball	2,730	3,245	3,760
8th Grade Volleyball	1,110	1,700	2,215
7th Grade Volleyball	1,110	1,700	2,215
Varsity Cross Country Boys and Girls	3,245	3,760	4,275
Middle School Cross Country	1,110	1,700	2,215
Sideline Cheerleading	1,700	2,215	2,730
WINTER			
Varsity Basketball	4,275	5,305	6,335
Junior Varsity Basketball	2,730	3,245	3,760
8th Grade Basketball	1,110	1,700	2,215
7th Grade Basketball	1,110	1,700	2,215
Varsity Wrestling	4,275	5,305	6,335
7th & 8th Grade Wrestling	1,110	1,700	2,215
Competitive Cheerleading	1,700	2,215	2,730
MS Sideline Cheer	1,110	1,700	2,215
Varsity Bowling	1,700	2,215	2,650
SPRING			
Varsity Baseball	3,760	4,275	4,790
Junior Varsity Baseball	2,215	2,730	3,245
Varsity Softball	3,760	4,275	4,790
Junior Varsity Softball	2,215	2,730	3,245
Varsity Boys Track	3,760	4,275	4,790
Varsity Girls Track	3,760	4,275	4,790
Golf	2,215	2,730	3,245
7th and 8th Grade Girls Track	1,110	1,700	2,215
7th and 8th Grade Boys Track	1,110	1,700	2,215

OTHER	Step 1	Step 2	Step 3
Position Title	0 to 4 Years	5 to 9 Years	10 Years +
ARTS			
High School Band	4,790	5,305	5,820
Junior High Band	595	850	1,110
Jazz Band	1,700	2,215	2,730
Choir	595	850	1,110
Play director	1,110	1,700	2,215
Musical Director	1,110	1,700	2,215
HS Art Club	1,700	1,960	2,215
MS Art Club	1,700	1,960	2,215
Elementary Art Club	1,700	1,960	2,215
EXTRACURRICULAR			
Spanish Club	390	490	595
FFA	8,395	10,455	12,515
Farm Lab	1,110	1,700	2,215
Outdoor Education	1,110	1,700	2,215
High School Science Olympics	390	490	595
Middle School Science Olympics	390	490	595
National Honor Society	390	490	595
High School Quiz Bowl	390	490	595
Middle School Quiz Bowl	390	490	595
*Yearbook Advisor	3,760	4,275	4,790
High School Student Council	905	1,110	1,390
Middle School Student Council	695	905	1,110
Service Learning Director	1,110	1,700	2,215
Youth in Government	390	490	595
5th Grade Class Sponsor	235	285	335
6th Grade Class Sponsor	235	285	335
7th Grade Class Sponsor	390	440	490
8th Grade Class Sponsor	390	440	490
9th Grade Class Sponsor	595	645	695
10th Grade Class Sponsor	595	645	695
11th Grade Class Sponsor	1,110	1,700	2,215
12th Grade Class Sponsor	1,110	1,700	2,215
TEACHER LEADERSHIP			
Mentor Teacher	595	595	595
School Improvement Team Member	1,700	1,700	1,700

*Only if NOT a scheduled class

*Lanes reflect years of service in the district

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

September 30	Due date for reporting college credit to Superintendent for pay raise in the first semester
2nd pay of December	$400 payout for top of salary personnel
December 16, 2024	2026 - 2027 Calendar Due – Upon completion and Board approval a $300 off schedule payment will made to all bargaining unit members.
1st Day of 2nd Semester	Due date for reporting college credits to Superintendent for pay raise in the second semester
March 1, 2026	Negotiations must be initiated
May 1	Due date to request current year Sick/Personal Day Payout
June 30, 2026	Contract expires