

LABOR AGREEMENT

between

HOPKINS PUBLIC SCHOOLS

and

HOPKINS EDUCATION ASSOCIATION

2021-2024

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AGREEMENT

This Agreement is made this 16th day August, 2021 by and between the Board of Education of Hopkins Public Schools, hereinafter called the "Board" or "District" and the Hopkins Education Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours, and working conditions for all certified probationary and tenured elementary and secondary teachers, including special education teachers, librarians, part-time teachers, teaching coordinators, athletic director, licensed counselors, social workers, school psychologists, occupational therapists and speech pathologists, but excluding the Superintendent, secondary principal, elementary principal, business manager, full-time and part-time assistant administrators, directors, transportation supervisor, maintenance supervisor, hot lunch supervisor, office and clerical employees, substitute teachers, all extra-duty advisors not teaching and coaches not teaching, and all employees performing work funded under grant programs.

Unless otherwise specified, the term "teacher" or "employee" when used in this Agreement refers to all employees in positions covered by this agreement.

The term "ancillary employee" refers to employees that are not regulated by the tenure act.

ARTICLE II TERM OF AGREEMENT

Except as otherwise provided or required by applicable law, the term of this Agreement shall be effective upon mutual ratification to June 30, 2024. For example, compensation increases shall be effective not later than the date of ratification by both parties.

This Agreement supersedes all prior collective bargaining agreements between the parties.

If an issue arises with an item(s) during the effective dates of this Agreement, the item(s) may be opened and settled by mutual agreement of both parties.

ARTICLE III DISTRICT RIGHTS

A. District Rights.

The Employer, for and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and authority 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:

1. To the executive management and administrative control of the school system and its properties and facilities, and the duty assignments of its employees. The Board also has the right to determine the size of the work force and to lay off employees according to the terms of this Agreement.

2. To hire all employees, subject to the provisions of law; to determine their qualifications and the condition of their continued employment, their dismissal or demotion; and to promote and transfer all such employees.
3. The Board shall have the right to prescribe the number and duration of class hours during the teaching day.

B. Limitation of Rights.

The exercise of the foregoing powers, rights and authority by the Employer and 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 expressed terms of this Agreement.

ARTICLE IV PROSCRIBED ACTIVITY

The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike or engage in any similar activity against individual members of the Board. The Board agrees that during the same period there will be no lockouts.

ARTICLE V TEACHER'S RIGHTS

A. Right to Freely Organize, Join and Support the Association.

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that teachers covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, or to not join and support the Association, as each teacher individually elects. The Board further agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher from the enjoyment of any rights conferred by Act 379, as amended, that it will not discriminate against any teacher with respect to wages, hours, terms or conditions of employment, by reason of his/her membership in this Association or participation in collective professional negotiation with the Board, or his/her institution of any grievance under this Agreement, but that nothing herein shall require a teacher to be a member of or participate in the activities of any organization.

B. Right of Association to a Meeting Room.

The Association shall have the right to use a room of the school upon reasonable notice to the Superintendent (or designee) and with his consent for the purpose of holding Association meetings. The meetings shall not be held during teacher contracted time without administrative approval and shall not interfere with other regularly scheduled school activities. The administration shall have the right to designate the location of the meeting room within the building.

C. Freedom of Information Protection

1. If the Board receives a Freedom of Information Act request for documents in a teacher's central personnel file or a teacher's lesson plans, the Board shall make a good faith attempt to promptly orally notify the teacher and the Association of the receipt of the request and the Board's proposed response to the request. In order to allow the teacher and Association to seek legal relief, the Board shall delay granting the request to the extent permitted by law (ordinarily five business days after the receipt of written

- request). Consideration shall be given to the teacher's privacy interest and all available Freedom of Information Act exceptions to compelled disclosure.
2. The above provisions shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.

ARTICLE VI THE BOARD POLICIES

A. Policy Topics.

The written policies of the Board which apply to wages, hours, or working conditions shall be a part of this Agreement and, except as they may be superseded by expressed provisions of this Agreement, shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies or amend existing policies from time to time as the need arises, but not to conflict with the provisions of this Agreement. These provisions do not supersede the prohibited subjects within Act 367 as amended.

B. The Board shall post the Board policies on the district website.

C. Publication and Distribution of Agreement.

The Board shall post the Agreement on the District website. Staff members are allowed to print copies as needed.

ARTICLE VII REPRESENTATION RIGHTS & WRITTEN COMPLAINTS AGAINST EMPLOYEES

A. Representation.

Upon request, the employee may have a union representative present during any investigatory interview that could lead to discipline.

B. Written Complaints against Employees.

1. Employees will be given an opportunity to respond to the content of any written complaint made against an employee by any parent, student, or other person which is to become a part of the employee's personnel record, before it becomes part of the official file. This language is not applicable in a disciplinary situation due to §15(3)(m) of PERA.
2. The employee shall have the right to submit a written response to any document in their personnel file in accordance with the Bullard Plawecki Employee Right To Know Act.

ARTICLE VIII PAID LEAVE

The Board and the Association believe it is highly unprofessional for employees to abuse their paid leave benefits. Paid leave is solely for the purpose of providing employee protection against financial loss.

A. Paid Sick Leave

At the beginning of each school year, each teacher will be credited with twelve (12) sick leave days per year without loss of salary, to be used for absences caused by illness or physical disability. Sick leave will be paid and utilized for illness of teacher or for serious illness or injury requiring the presence of the teacher for the teacher's immediate family. Immediate family is defined as children, step-children, spouse, parents and step-parents of the teacher

and of the spouse. Additional time may be granted by the Superintendent upon written request. Medical verification of need may be required.

- i. Sick leave days will be pro-rated for all regularly employed part-time teachers.
- ii. All days of allowable absence are dependent upon the amount of accumulated sick leave.
- iii. Teachers who use sick leave on the day before or after a regularly scheduled school vacation may be required to provide verification of absence.
- iv. For each day of work missed in excess of accumulated sick leave, the employee shall reimburse to the Board $1/x$ (x = the number of work days as specified in the school calendar for that year) of the Board's yearly benefit cost (health, dental, vision, and/or annuities). This amount shall be deducted from the next paycheck. The Board may take appropriate action, including termination of an employee abusing sick leave.
- v. Any employee whose record shows abuse of sick leave in a current school year may be required to obtain medical verification from a health care provider to qualify for sick leave. Further, the Board may require medical verification of disability or illness from a health care provider when it has reason to believe that the employee or qualified immediate family member is not ill or disabled. Medical verification may also be required by the Superintendent to assure that a teacher may return to work and perform the essential functions of their assignment.
- vi. Unused sick leave shall accumulate without limit.
- vii. Compensation for Unused Sick Days:

Teachers retiring under the Michigan Public School Employees Retirement System shall be compensated for unused sick days in the following manner:

0 - 20 days	No Compensation
21 - 40 days	10% of daily rate
41 - 70 days	33-1/3% of daily rate
71 - 100 days	40% of daily rate
101+ days	50% of daily rate for days accumulated prior to June 30, 2014; \$50 per day for days accumulated on or after July 1, 2014

For all teachers hired after August 24, 1993, the following compensation shall be made for unused sick days upon retirement from the Hopkins Public Schools:

- 0 - 20 days = no compensation
- 21 - 100 days = $\$37.50 \times$ total number of accumulated sick days
- 101+ = $\$50.00 \times$ total number of accumulated sick days

The total compensation for unused sick days to be paid to the employee upon retirement is required to be paid by the Board on behalf of the eligible participant into a non-elective 403(b) tax deferred annuity. The remittance of this benefit by the Board on behalf of the eligible participant shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service and the Board's 403 (b) policy. The benefits shall be remitted to one of the district's 403 (b) providers. Participants shall not have the option of receiving this benefit in any form other than through a non-elective 403 (b) tax deferred annuity as described above.

B. Bereavement Leave

1. Three (3) days leave of absence shall be granted for death of children, spouse, parents of the teacher and parents of the spouse, and brothers and sisters, sister or brother in-law, son or daughter in-law without charge to a teacher's accumulated sick leave. Two (2) additional days chargeable to teacher's accumulated sick leave may be used.
2. Three (3) days chargeable to sick leave shall be granted for extended family death. Additional leaves may be granted by the Superintendent. Extended family is defined as grandparents of the teacher and spouse and grandchildren.
3. Death of non-family member limited to one (1) chargeable sick day with a maximum of two times per school year. Additional leaves may be granted by the Superintendent.

C. Personal Business Leave and Compensatory Time

1. PERSONAL BUSINESS LEAVE

- i. All regularly employed teaching personnel shall be allowed to use up to three (3) Personal Business Leave (PBL) days each year out of their twelve (12) sick days credited per year. These PBL days may only be used to take care of a personal business matter that could not be taken care of after school hours or on non-school days. Those teachers hired after the start of the school year, or who return from an unpaid leave during the year, will have the number of days pro-rated.
- ii. Amount to be deducted for exceeding this limit shall be 1/"X" of the teacher's annual salary and insurance benefits. "X" shall be based on the number of teacher workdays as approved in the District Calendar.

2. COMPENSATORY TIME

- i. Compensatory time that has been earned, entered by the employee on the district/tracking sheet, and has been approved by that employee's building administrator, may be used as accrued partial hours or whole days. Compensatory time may be used only with the approval and at the discretion of the building administrator.
- ii. If Compensatory Time is not yet accrued, it cannot be used or entered in the system.
- iii. Any unused accrued days/hours will be compensated at the normal rate at the end of each school year (See Article X in the Collective Bargaining Agreement). Accrued compensatory time is not accumulative from year to year. Further restrictions and regulations are listed below.

3. ADDITIONAL REGULATIONS REGARDING BOTH PERSONAL BUSINESS LEAVE AND COMPENSATORY TIME:

- i. Personal Business Leave and Compensatory Time days/hours may not be used to extend a regularly scheduled school vacation. Extending a regularly scheduled school vacation is defined as the day before or after Thanksgiving Break, Christmas Vacation (aka Winter Break), and Spring Break.
- ii. Personal Business Leave and Compensatory Time days/hours may be used on Parent Teacher Conference Days, provided the teacher attends the scheduled teacher conference.
- iii. Personal Business Leave and Comp. Time must be requested by filling out the proper form (see Addendum A). Forms shall not be turned in prior to August 15th of each year for the coming school year. The Staff member should notify the building principal at least six (6) work days prior to the date of the expected absence. In case

of emergencies, notification shall be given to the building principal as early as possible.

- iv. All Personal Business Leave and Comp. Time will be granted on a first come, first served basis per calendar day, per building. The administration reserves the right not to grant more than a combined total of two (2) Personal Business Leave and/or Comp. Time days per building for any given calendar date. Lesson plans must be made available by the staff member prior to taking PBL or Comp. Time days/hours. In all non-emergency Personal Business Leave or Comp. Time situations, the district should notify applicants that their request has been approved or denied within four (4) work days of the building principal receiving the requested leave form.

4. Sequence to follow for Personal Business Leave and Compensatory Time Requests:

- a. Staff member fills out and submits the approved form to their Building Principal/Secretary.
- b. Building Principal reviews and completes their section of the form.
- c. Central Office personnel reviews and completes their section of the form.
- d. Central Office notifies employee of approval or denial (attaching a copy of completed form for record).
- e. Building Principal receives a copy via email for record and enters the approved absence in the district sub system.
- f. Central Office reserves original form for record.

D. Jury Duty or Subpoena

Teachers summoned to service on jury duty or subpoenaed to appear in a legal action shall be paid their regular contractual salary. Teachers shall turn over to the school district any remuneration which they receive for service. If a teacher is released from jury duty or as a witness when three (3) or more hours remain in the normal school day, he/she will then report to school to resume his/her normal classroom duties. Payment shall not be made in any situation where the teacher is bringing an action against the Board or district or is testifying against the Board or district unless subpoenaed by the Board.

E. Professional Learning Leave

Professional leave of up to two (2) days per year may be granted to teaching personnel for the purpose of visiting other elementary and secondary schools to observe classes, attend workshops and/or conferences that will benefit the school program at Hopkins, and/or other professional learning activities approved by the administration. These days will not be charged to the employee's personal leave or sick leave, and will not result in the loss of salary.

Requests for professional learning days must be submitted to, and approved by, the administration. Additional days may be granted with the approval of the administration.

Requests must be made at least seven (7) days prior to the date of requested leave. This request should include possible costs including any registration fees as well as any mileage to be reimbursed.

Teachers shall be reimbursed the cost of the conference registration fee and mileage if funds are available. If funds are not available and the leave is approved, the teacher may elect to go at his/her own expense.

The administration may require the staff member to provide a written and/or oral presentation to all interested parties during the same year. This request cannot exceed two (2) total hours of preparation & presentation time and would not qualify for additional compensation.

F. Family and Medical Leave

District will follow Federal Regulations for FMLA.

The district will use a rolling calendar as part of the FMLA guidelines and will require staff to use sick days as part of the FMLA Leave.

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period (which is deemed to include all full-time teachers) is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
- e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on "covered active duty;"
- f. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves of this section.

Family and medical leave for a serious health condition as defined by the FMLA shall run concurrently with any other type of leave implicated by a serious health condition, such as disability leave or worker's compensations leave.

An employee can use their accumulated sick leave for up to four weeks of any FMLA leave involving maternity, paternity or adoption leave that does not involve a serious medical condition of the employee or the employee's child (this provision of allowing up to four weeks of accumulated sick leave applies to the leaves identified in subsections a and b above).

G. Worker's Compensation

The Board will reimburse the difference between Worker's Compensation payments and the employee's daily salary. The difference will be deducted from sick leave on a pro-rated basis.

The employee shall reimburse the Board for the value of all sick leave payments which the Board paid the employee before Worker's Compensation benefits took effect. The employee's accumulated sick leave will be credited when the reimbursement is received.

An employee receiving Worker's Compensation shall have the right to receive any benefits which were earned but not yet taken prior to the time of such disability.

**ARTICLE IX
UNPAID LEAVE**

A. Military Service Leave

A military leave of absence shall be granted under such terms and conditions as are required by applicable federal, state laws, and board policy. The reinstatement rights of any Bargaining Unit Employee who enters into active service with any branch of Armed Forces of the United States shall be in accordance with state and/or Federal law.

B. Extended Unpaid Leaves of Absence

1. While on any Extended Unpaid Leave of Absence not covered by Family Medical Leave Act, all daily compensation and benefits are withheld, with the employee given the option to continue district health insurance at the full cost of the monthly premium. The employee will be responsible for paying the district each month an amount sufficient to pay the full insurance premiums if the teacher chooses to continue coverage.
2. Upon completion of the leave, an Employee granted any Extended Leave of Absence, of one full school year or less, should be reinstated to his/her former position or comparable certified position. For any Extended Leave of Absence, the employee must work a minimum of 50% of that school year's work days to accumulate seniority or advance on the salary schedule for that current school year. Those employees that do not work a minimum of 50% of that school year's work days shall not earn seniority or advance on the salary schedule for that year.
 - a. Extended Sick Leave--An Employee who exhausts his/her Sick Leave due to a continuous long-term illness or disability, shall be granted an unpaid leave of absence without pay, typically not to exceed 120 days. However, this unpaid leave of absence may be extended up to one year at the discretion of the Employer. FMLA leave shall run concurrently with any such leave for up to twelve (12) work weeks. A statement by a physician or health care provider, who is acceptable to the Superintendent, may be required as to the physical or mental fitness of such employee before the employee is reinstated to his/her teaching duties.
 - b. Child Care Leave--Upon a written request of at least 30 days before the leave, an Employee shall be allowed to take an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted infant child for a period of up to six (6) months. This Child Care Leave also applies to employees

with children with special needs up to age 26. This unpaid leave of absence may be extended up to one year at the discretion of the Employer.

- c. Voluntary Leave of Absence--Except in the event of an emergency, upon a written request of at least 30 days prior, an Employee may request to take a non-medical unpaid leave of absence; approval at the discretion of the Employer. Voluntary unpaid leave of absence requests should be answered within seven (7) school days. This voluntary leave provision shall be available to any non-probationary Employee who has accrued at least five (5) years of seniority. Voluntary Leave of Absences shall not extend beyond one full calendar year. An employee's failure to return at the end of the leave will be regarded as job abandonment.

ARTICLE X ABSENCE NOTIFICATION & IN-STAFF SUBBING

- A. The Board agrees to maintain a process for acquiring a substitute teacher. The district will provide staff with the expectations annually for how to report an absence. Failure of a teacher to notify his/her building principal or agreed upon person by the deadline will result in disciplinary action, unless deemed excusable by the immediate supervisor. Such notification could be electronic. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Scheduling of substitutes must be arranged by the building principal.
- B. The use of regular teachers as substitute teachers shall be avoided except in cases of emergency. In the event regular teachers covered by this Agreement are used as substitutes on an emergency or voluntary basis, they shall be reimbursed at the rate of \$25 per clock hour or credited with Compensatory Time (see Article VIII). This includes a teacher or counselor used as an emergency substitute, above or beyond the typical daily class, work, or case load.
- C. Teachers are responsible for logging any minutes spent working as a voluntary or emergency-based substitute teacher. All logging of minutes will be done on a district-wide electronic spreadsheet that is accessible by all parties. All logged minutes must be approved and/or requested by the administration. All minutes are considered pending until approved by building administrators and Central Office personnel.

ARTICLE XI PAYROLL DEDUCTIONS

A. Payroll Deductions.

Deductions from bi-weekly payroll shall be made upon request submitted to the business office.

ARTICLE XII ASSOCIATION MEMBERSHIP

A. Association Membership.

Membership in the Association is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his /her joining or refusing to join the Association.

B. Financial Responsibility.

Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association, according to applicable law. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association.

C. Non-Discrimination.

The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of union membership, sex, race, religion, marital status, disability, genetic information, color, age or national origin and that any employee shall be entitled to participate or not participate in all of the activities of the Association relating to the negotiation and administration of the collective bargaining agreement, as required by applicable law.

**ARTICLE XIII
TEACHER HOURS**

School Year

The teachers shall open their doors to students and be at their assigned duty stations by (7:35) a.m., and shall remain on the school premises until 3:00 p.m.

The following time schedules shall constitute the instructional starting and ending time by grade levels:

Sycamore and Hopkins Elementary

Grades Young 5 through 5

7:45 a.m. to 2:55 p.m. which allows for a 15-minute recess and a 30-minute lunch period.

Middle School and High School

Grades 6 through 12

7:45 a.m. to 2:43 p.m. which allows for a 30-minute lunch period.

The total length of the teacher work day will be seven hours and twenty-five minutes each day, and this shall be time that teachers are teaching and supervising students, including a designated lunch period during which the teacher is subject to employment related activities. Permission for emergency or approved classes may be allowable with permission of the principal.

Due to the nature of their positions, the counselors, intervention teachers, and media center specialists may have hours different than those specified in this article. These hours will be mutually agreed upon by the administration and the employee involved.

**ARTICLE XIV
WORKING CONDITIONS AND ASSIGNMENTS**

A. Lunch Period Duty.

Elementary, Middle School and Senior High teachers shall have a duty free lunch period. Teachers shall be free to leave the premises during their noon lunch period. Teachers may voluntarily accept less than these conditions.

B. Committee Work.

All teachers are required to serve on a committee working to improve the school program. No teacher shall be required to serve on more than one (1) committee during the school year unless he/she so desires. Committees shall be formed as the need arises in such areas as curriculum improvement, equipment need or procurement, teaching techniques, design of classrooms and teacher-in-service training. Building administrators will organize, update, and post all building/district committee memberships annually in the fall. All committees shall be advisory in nature. The committees are to be advised as to Board action on each report submitted with reasons given for Board action.

C. Teacher Planning Period.

Elementary classroom teachers will be provided planning time when released from their classroom responsibilities by curriculum specialists for art, music and/or physical education. Additional planning time will be provided if released time is available as a result of the addition of other classes provided by curriculum specialists. Elementary curriculum specialists will be provided with planning time comparable to elementary classroom teachers. If a teacher loses a planning period due to a special (art, music and/or physical education) being canceled due to lack of a substitute teacher being provided, the teacher will receive compensation at the rate designated in Article X of this Agreement.

Middle school teachers will be provided one (1) class period per school day for planning.

High school teachers will be provided one class period of planning time if there are six or less class periods in the students' school day. There will be no more than six periods per day at the high school. Two days per week there could be up to seven (7) periods per day due to AM and PM homeroom.

Travel time is not considered planning time.

D. Teacher's Meetings.

1. Regular Staff Meetings:

Regular staff meetings shall be limited to one (1) per month (during the months school is in session) and will last no longer than sixty (60) minutes. Building administrators will release the annual schedule of staff meetings at the beginning of each school year. Individual teachers can choose to attend additional meetings if desired. Additional emergency staff meetings may be called, but teachers are not required to attend. Staff meetings shall not start before the contracted Collective Bargaining Agreement (CBA) times unless otherwise mutually agreed upon by the Association Building Representative in advance.

2. Special Meetings:

(For example: IEPC meetings, parent/administrator/teacher meetings, etc.)

Every attempt will be made to keep all special meetings to sixty (60) minutes or less. Special meetings should be scheduled with advance notification for a mutually agreed upon time/date by all parties. If an IEPC meeting is held during a

teacher's planning period, he/she will be compensated as indicated in Article X of this CBA. IEPC meetings and other special meetings shall not start before contractual time unless agreed upon.

E. Faculty Lounge.

A room shall be provided for use as a faculty lounge which will be furnished with tables, chairs, a refrigerator, microwave oven, phone (voice systems manager), and a computer with a printer at the expense of the Board for working and dining. The Board agrees to maintain the appliances in good working order. Vending machines will be provided as long as vendors are willing to supply the equipment. The profits from these designated machines will be administered by Association representatives in each school building and will be used for appropriate Social Activity Funds.

F. Class Advisors.

Advisors may be assigned to the various classes by the Principal.

Chaperones for evening activities, other than the advisor of the sponsoring group, will be voluntary.

G. Safety Responsibilities.

Teachers shall be responsible for reporting unsafe objects or conditions to the building principal as soon as reasonably possible upon learning of same and to take such action as a reasonably prudent person would take in the same or similar situations. Teachers shall not be required to work under recognized unsafe or hazardous mechanical conditions.

H. Teacher Responsibility for Materials, etc.

Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent secured facilities are available and the teacher exercises due care at all times.

I. Dress Policy.

Teachers will be expected to dress in reasonable and customary attire consistent with the teaching profession.

J. Seniority.

1. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term seniority as hereinafter used shall be the length of continuous full or part time service with the Board and as a teacher in the bargaining unit. Leaves of absence granted pursuant to the Agreement shall not constitute an interruption in continuous service. Teachers leaving the system and returning at a later year shall forfeit all accumulated seniority.

The administration, at its discretion may give outside teaching experience credit for purposes of placement on the salary schedule. Outside credit shall not be allowed for the purpose of accumulating seniority.

3. Any teacher who is granted tenure shall have seniority from the first date the teacher's contract of employment was approved by the Hopkins Board. In the event of a tie in seniority, and qualifications, a drawing shall be conducted with Association representatives present.

4. Definitions.

- a. Part-Time Teacher shall be defined as a certified teacher under contract who shall teach three (3) or more hours per day, but not full time, five (5) days per school week, at the same position for an entire school year.

5. The Board shall prepare a seniority list and post copies of same in all teacher workrooms on or before November 1 of each year. The Association President shall be provided two (2) copies of the seniority list at the time of posting.

K. Student Needs.

Regular education, categorical, resource and teacher consultants shall not be required to perform health services of a medical nature such as catheterization or suctioning, or of a personal hygiene nature such as changing diapers.

The administration and special education teachers will assist faculty members in preparing materials and/or presentations which help sensitize regular education students to the needs and handicaps of special education students.

L. Class Size.

The Administration will make a reasonable attempt to meet the recommended class sizes as listed below:

1. Elementary class size should not exceed twenty five (25) pupils in Young Fives through grade 3 and should not exceed twenty nine (29) in grades 4-5. The administration will attempt to equalize Young Fives and kindergarten classes throughout the district. Other students may be transferred to another building to facilitate the balancing of class sizes between classes.
 - a. The administration may provide substitutes for paraprofessionals who are absent for an extended period of time (i.e. long term illness, injury, etc.).
 - b. Class size limitations and the provisions for paraprofessionals shall not be applicable to elementary art, music, or physical education classes (specials).
2. Middle School and High School (grades 6-12) class size should not exceed an average thirty (30) pupils per instructor except for traditionally larger classes (i.e. physical education, vocal and instrumental music). This average is arrived at by adding the total number of students assigned to a teacher and dividing by four (4) in the high school and four (4) in the middle school if a five (5) period day is in place. The average will be determined the second week of each trimester. Teachers will receive a \$166 stipend for each average student in excess of the thirty (30) limit.

An additional educator or professional in the classroom will not be used to calculate class size overages.

Physical education, instrumental and vocal music class sizes should not exceed an average of forty (40) pupils per instructor. Teachers will receive a \$166 stipend for each average student in excess of the forty (40) limit. However if these classes exceed

forty (40) students, a paraprofessional, assistant or accompanist may be assigned to the class. The additional paraprofessionals, assistants, or accompanists will not be used to calculate class size overages. Zero hour classes will not figure into the total unless they are part of the teacher's regular schedule.

3. In the event that class limits are exceeded, the following provisions will take effect:
 - a. As of the date of the official Fall student count day, any Y5-3 elementary classroom teacher who has more than 25 students in his/her class and any 4-5 elementary classroom teacher with more than 29 students in his/her class will receive an additional \$250 stipend for each student in excess of those limits.
 - b. A second student count will be held in the Winter (date to be set by the state). At that time, any Y5-3 elementary classroom teacher who has more than 25 students in his/her class and any 4-5 elementary classroom teacher with more than 29 students in his/her class will again receive an additional \$250 stipend for each student in excess of those limits.
 - c. In addition, the administration may assign instructional aides to assist elementary classroom teachers if those aides are available from existing staff. The administration may, at its discretion, transfer aides from one grade level to another.
 - d. The administration will make every effort to balance secondary class sizes for different sections of the same class, utilizing existing resources. This will be accomplished within the first 8 days of each trimester.
 - e. All efforts will be made to balance class sizes at all grade levels.
 - f. As additional funds are available in the district, hiring of new staff members to alleviate high class sizes will be given priority for funding.

M. Mentors

A mentor teacher will be assigned to each probationary employee for the first three years of his or her employment in classroom teaching. The Mentor Teacher will be assigned by the Administration to provide support, instruction and guidance. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the employee to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be voluntary, confidential and the mentor's evaluative opinion shall not in any fashion, be a matter included in an evaluation.

1. Every effort will be made to match a probationary employee with a Mentor who works in the same building.
2. Mentor Teachers will be assigned only one (1) mentee at a time, unless the Mentor agrees to take more than one (1) at the request of the Administration. Once a Mentor accepts the position, he/she will continue in that position for the duration of the three year period unless the Administration agrees to release the Mentor from the responsibility or the Administration re-assigns the Mentor.

3. In the event where no one on the staff willingly volunteers to serve or where there isn't a staff member with the same certification as the probationary employee, the Administration has the right to assign a Mentor Teacher. Teachers will not be assigned more than once every five (5) years.
4. Mentors shall receive the following stipend per mentee per school year:
 - a. Mentor of a first-year probationary teacher (minimum of 25 logged hours) - \$500
 - b. Mentor of a second-year probationary teacher (minimum of 18 logged hours) - \$350
 - c. Mentor of a third-year probationary teacher (minimum of 10 logged hours) - \$200

Mentoring activities should be approved by the building principal. Mentors and mentees will log their hours spent together using a mutually agreed upon method by the Association and the Administration. The log sheet will be submitted to the building principal during that mentor's end of the year checkout process. Mentoring hours must be outside of the regular teacher work hours.

If, in the opinion of the Employer, the services of the mentor teacher is deemed unsatisfactory for any reason, the probationary employee shall be reassigned to a different mentor. Either the mentor or the probationary employee may request to terminate the mentor-mentee relationship if, in either party's opinion, the relationship is not productive. Such a request should be given in writing to the building administrator of the mentee. If a mentor is removed or reassigned, pay will be prorated based on the number of hours of service provided and logged.

ARTICLE XV HOPKINS EDUCATION ASSOCIATION

A. Association Business Hours.

All discussions and work pertaining to the Hopkins Education Association shall be carried on only: before school hours; after 3:00 p.m., provided it does not interfere with administrative initiated meetings or school activities or programs; or during lunch periods.

Processing of a grievance between the teacher and his/her building representative is allowed during any non-student contact time, provided it does not interfere with a school activity or program.

B. Payment for Materials.

Hopkins Education Association shall compensate the Board on a fair basis for use of materials and equipment as determined by the Business Manager.

C. Records Examination.

All original records of the Board may be examined by officers and negotiating representatives of the Association, but only in the office of the Superintendent and in compliance with the Freedom of Information Act.

ARTICLE XVI GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms and conditions of this Agreement.

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

1. The termination of services or failure to re-employ any probationary employee.
2. The termination of services or failure to re-employ any teacher to a position on the extra-duty schedule.
3. Any matter involving the content of employee evaluations.

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

B. The Association shall designate two (2) representatives per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The terms "days" as used herein shall mean days in which school is in session. During the months of June, July, and August or when school is not in session, "days" shall mean Monday through Friday, excluding weekends and holidays.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall contain a synopsis of the facts giving rise to the alleged violations.
3. It shall cite the section or sub-sections of this Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One.

A teacher believing him/herself wronged by an alleged violation of the expressed provisions of this Agreement shall within (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two.

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One 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/or the designated Association representative at the option of the grievant 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, and shall place a copy of same in a permanent file in his office.

If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any employee's permanent files in the school's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the Board President not less than five (5) days prior to the next regularly scheduled Board meeting. If it is not possible to meet this time limit due to the date of the Superintendent's decision, this time limit may be waived by mutual agreement of the Association and the administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board meeting, but will definitely be heard by the Board no later than its next regularly scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three.

Upon proper application as specified in Level Two, the Board shall allow the teacher and/or Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings thereon, may designate one (1) or more of its members to hold future hearings thereon, or otherwise investigate the grievance, provided however, that in no event except with the express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

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

Level Four.

1. If the grievant and/or Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, file a demand for arbitration with the American Arbitration Association, in writing, and request the appointment of an arbitrator, who shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

F. Powers and Payment of the Arbitrator.

1. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary scales or interpret anything but this Agreement without the mutual written consent of the parties.
 - c. In rendering decisions, an arbitrator shall give due regard to the responsibility of the management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - d. He shall have no power to interpret state or federal law or prohibited subjects as defined by PERA.
 - e. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
2. If either party disputes the arbitrability of any grievance under terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. In the event that a case is appealed to the arbitrator that is not arbitrable, it shall be referred back to the parties without decision or recommendation on its merits.
3. More than (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
4. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
5. The arbitrator shall have no authority to award damages beyond the amount of wages that the employee would otherwise have earned from the date the grievance is filed. Any back pay awards shall be reduced by any compensation received by a bargaining unit member from any source, including unemployment compensation.

G. Retroactivity of Decision.

The arbitrator's decision may be retroactive to the beginning of the school year in which the arbitration was invoked with respect to salary if determined warranted by the arbitrator.

**ARTICLE XVII
SCHOOL CALENDAR**

Assurance of Required Professional Development and Student Days and Hours.

The length of the school year shall be in accordance with the state law. If at any time during the duration of this Agreement any additional hours above 1,098 of actual student instruction are required or the number of days of instruction or professional development are required by law as a requirement for receipt of full State aid by the School District, the Board and the Association shall

engage in negotiations with respect to the manner by which the additional instructional hours and/or days required will be met and any implications for additional staffing and/or additional compensation related thereto.

The school district retains the authority to reschedule days that are canceled. Moreover, the parties agree that in any event there will be a minimum of the number of student days and professional development days/hours required by the State of Michigan which is currently 180 student days and 30 professional development hours. Furthermore, 182 teacher work days will be scheduled for each school year covered by this Agreement. Please see Addendum D for calendar(s).

Professional compensation to teachers shall not be reduced because of such school closings and make-up days shall be rescheduled with no additional salary paid to teachers.

Teachers will not be required to report on "Act of God Days."

If professional development is canceled due to an "Act of God Day", it will be rescheduled during the regularly planned calendar work days. The district and the Association leadership shall meet shortly after a cancellation and come to a mutually agreed upon means as to how to best reschedule the missing professional development hours.

If professional development is canceled due to an "Act of God Day", it will be rescheduled during the regularly planned calendar work days. The district and the Association leadership shall meet shortly after a cancellation and come to a mutually agreed upon means as to how to best reschedule the missing professional development hours.

1. Secondary Level Building Counselors

The primary counselor of each secondary level building will be required to work a total of ten (10) extra days per school year to assist with building scheduling, orientations, and other counseling duties. Those positions will be paid according to their earned salary schedule/lane plus ten (10) days. That amount will be built into their regular salary for that year and spread over twenty-six (26) equal pays.

2. Parent / Teacher Conferences

For the high school and middle school, the building principal and staff will schedule evening parent teacher conferences. The total hours of these conferences will be 10 hours per year with sessions held in each of the three trimesters.

For elementary teachers, the building principal and staff will schedule evening parent teacher conferences. The total hours of these conferences will be 10 hours per year.

3. Professional Development (PD)

A. Each teacher shall complete the state required thirty (30) hours of State Continuing Education Clock Hours (SCECHs). The burden of attending the appropriate level of State Mandated Professional Development hours falls solely on the employee, not on the district.

B. At least twelve (12) hours of District Provided Professional Development (DPPD) will take place during the first two (2) teachers' days of the school year with the remaining eighteen (18) hours taking place during early release days built into the calendar. Each of the first two (2) teachers' days will begin at 7:35 a.m. and end at 3:00 p.m. and will

include at least six (6) hours of DPPD, a 55 minute lunch, and the remaining 30 minutes of each day will be used at the administrator's discretion, including additional PD. All DPPD held on early dismissal days will run from 12:00 p.m. until 3:00 p.m.

- C. For the September and February ½ professional development days of each year (a total of two ½ days or 6 hours per year), the District will allow flexible professional development provided the employee obtains prior approval (which will be within the principal's discretion), provided the flexible professional development is arranged prior to the ½ day and provided the employee attends the instructional part of the ½ day. If an employee fails to arrange for flexible professional development prior to the ½ day, then that employee will be required to attend the scheduled professional development. Those employees who are approved for the flexible development time will not be charged for sick, personal, or comp time. The burden of attending the appropriate level of State Mandated Professional Development hours falls solely on the employee, not on the district.
- D. Teachers new to the system shall be required to report two (2) days earlier than the rest of the faculty for orientation.

ARTICLE XVIII SALARY SCHEDULE

Effective upon ratification by both parties, and pro-rated if not ratified by the start of the 2021-2022 school year, employees shall move laterally to the new 2021-2022 salary schedule.

Those employees that were on steps 8-20 on the 2020-2021 salary schedule will move laterally and advance one step on the new 2021-2022 salary schedule. Those employees that don't advance at least \$1000, after moving both laterally and advancing a step, will receive a \$1000 off schedule bonus for the 2021-2022 school year (8 total employees).

For the 2022-2023 school year, all employees shall advance one step. The 2022-2023 salary schedule will gain one step at the top, reflecting 24 total steps. The salary schedule will also increase by 1.5% on schedule.

For the 2023-2024 school year, all employees shall advance one step. The 2023-2024 salary schedule will gain one step at the top, reflecting 25 total steps. The salary schedule will also increase by 1.5% on schedule.

In order to comply with MCL 388.1764h, the Board will adopt policies to comply with this provision and communicate the details of these policies to all eligible employees before they take effect.

If employee's pay status changes by September 1 for the first half of the year or January 1 for the second half of the year, the employee shall be put at the proper degree/step level after providing:

Official college transcript for BA+18, MA, and MA+18. Credits for BA+18, MA, and MA+18 must have been earned after receiving a provisional teaching certificate or its equivalent. Credits for MA+18 must be graduate credits. In order to be eligible for credits earned while employed by the District, the criteria set forth for tuition reimbursement must be met.

(Addendum B reflects current pay scale.)

Salary schedules shall be in twenty-six (26) equal payments.

A teacher assigned to an extra class on a regular basis with more than four (4) classes in grades 9 - 12 will be paid an additional one-fourth (1/4) of the teacher's attained salary. A teacher assigned to an extra class on a regular basis with more than five (5) classes (a schedule of six or seven periods) grades 6 – 8 will be paid one-fifth (1/5) of the teacher's salary. If the schedule in grades 6 – 8 is a five (5) period day teachers with more than four (4) classes will be paid one quarter (1/4) of the teacher's salary. (These percentages are based on current building schedules and will be changed if schedules change.)

The Board agrees to remit annuity withholdings every two weeks.

QUALIFIED PLAN PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE

It is agreed that the Board may formally adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. The Board shall have this right in order to avoid potential adverse tax consequences that may result from providing employees with certain fringe benefits under the current collective bargaining agreement between the parties. Except as noted in this Agreement, adoption of a qualified plan under Section 125 of the Internal Revenue Code shall not change the level or type of fringe benefits available under the current collective bargaining agreement. While the current collective bargaining agreement provides employees with the option of receiving a tax deferred annuity instead of certain insurance benefits, it is acknowledged that tax deferred annuities are not an allowable option under a Section 125 qualified plan. Therefore, if the Board exercises its right to adopt a Section 125 qualified plan, the plan may offer employees the choice between the insurance benefits specified in the collective bargaining agreement and cash. The cash option shall be in an amount equal to the value of the tax deferred annuity option under the current collective bargaining agreement.

LONGEVITY

At the beginning of the (15th) fifteenth year of service to the Hopkins Public Schools system, the employees shall receive a one (1) time payment of \$1,000. They shall have the option to receive this payment in a separate payment or included in their regular teaching salary for that year.

TUITION REIMBURSEMENT

Effective for post-Bachelor's degree credit earned after July 1, 2010, with a grade of B or better in a graded class or passing in a pass/fail class, a teacher shall be reimbursed the tuition costs incurred by the teacher for graduate credit earned in compliance with the requirements of this provision. In no case shall the tuition reimbursement exceed six (6) semester hours in any 5-year period. Hopkins Public Schools will provide a pool amount of \$4,000 per academic year (July through June) for prorated tuition reimbursement. Reimbursement shall not exceed Four Hundred dollars (\$400) per pre-approved credit hour. If tuition requests exceed the provided amount, the \$4,000 will be distributed equally among the employees based on the number of credit hours taken. Request for reimbursement must be made by May 31 and payment will be made on the first pay in July.

In order to be approved, credits must be of a nature that they will contribute to the development of knowledge and skills related to the teacher's assignment or possible future assignment. In order to receive payment for credits earned, all credits must be pre-approved in writing by the Superintendent or his/her designee and earned through an accredited college or university as well as online accredited

colleges. The Superintendent shall inform the employee of the disposition of his/her application within ten (10) days. It shall be the teacher's responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

ARTICLE XIX EXTRA DUTY SCALE

A. Extra Duty Positions.

The schedule contained in this article states the extra duty positions.

Bargaining unit employees appointed to an extra duty assignment on or after October 1, 2016, shall be compensated as depicted in Addendum F, and exclusively within the BA lane. All other employees assigned to an extra duty assignment prior to October 1, 2016 shall be grandfathered on the existing schedule as long as they remain in that assignment; if placed in a new or different Schedule B assignment, they also shall be compensated as depicted in Addendum F and limited to the BA lane.

Beginning with the 2018-2019 school year, all other employees performing extra duty assignments at step 11 [or higher] shall have their extra duty compensation frozen at their 2018-2019 step and lane for as long as they are continuously employed in that specific position. Once an employee reaches step 11, he/she will be frozen at that step and lane for the duration of that assignment.

Extra duty positions will be filled if there is sufficient student participation, finances, facilities, and qualified personnel available. The Board reserves the right to approve or deny a specific extra duty activity. The presence of an activity in this Addendum does not guarantee that the activity will be offered.

B. Filling of Extra Duty Positions.

All extra duty positions will be filled based on who the Board deems to be best qualified taking all relevant information into account.

It is understood between the parties that a contract stipulating extra compensation for a certified teacher performing extra duties has a non-tenured status. Failure of the Board to re-employ a tenured teacher in a capacity other than as a classroom teacher shall not be deemed a demotion with the provisions of the Tenure Act.

Coaches or activity sponsors who are not otherwise employed as certified teachers are excluded from the collective bargaining agreement.

C. Evaluation of Extra Duty Positions.

Coaches shall be evaluated in writing by an administrator at the conclusion of the coaching season or school year, whichever is earlier. The Coach may submit in writing any response desired which shall be attached to the evaluation and become a part thereof. Prior to making said evaluation, the evaluator will observe at least one (1) hour which may be a combination of practice session and event.

The activity sponsor shall meet with the building administrator to develop expectations for the activity upon which the evaluation shall be based. The activity sponsor shall be evaluated in writing

at the conclusion of the school year. The activity sponsor may submit in writing any response desired which shall be attached to the evaluation and become a part thereof. Prior to making said evaluation, the evaluator shall observe at least one session.

D. Details Related to Extra Duty Assignments.

1. The salary placement of newly hired individuals covered under the Extra Duty Schedule will be determined by the administration. Except as described in Section A of this Article, at the end of each year, all existing staff will be moved to the next appropriate step of their Extra Duty position schedule.
2. Except as described in Section A of this Article, percentages for extra duty assignments will be calculated on the full range of the salary schedule.
3. If two (2) coaching positions are combined, the pay will be 75% of the combination. For example, if a person coaches both varsity and junior varsity girls basketball that person would be paid 17.25% of the appropriate step ($13\% + 10\% = 23\% \times .75 = 17.25\%$).
4. If any activity is added, the salary will be determined by the Superintendent of Schools after consultation with the Association President.
5. Positions listed in the Extra Duty Schedule shall be posted as per this Agreement. If an emergency situation should arise, this may be waived by mutual agreement between the Association and Superintendent.
6. The Board agrees to pay certification course costs for any requirement mandated by the Board.
7. Extra Duty compensation for all seasonal activities shall be paid in the next regular pay period and included in the regular paycheck after all responsibilities for the activity are completed and supervisor approval is received. All other positions shall be paid on the 21st payday of each school year.
8. Any non-seasonal extra duty assignment at 10% or more shall be paid as part of the base salary. This would include two assignments in the same category for a combined amount of 10% or more. If 10% or lower, will be paid as stated.
9. Extra duty employees who change positions within a single sport or activity shall retain the step they have achieved in that same sport or activity. For example, if an employee coaches varsity basketball for a season, and the following year coaches junior varsity basketball, that employee would maintain their appropriate steps (year one basketball + year two basketball = 2 steps coaching basketball). Another example, if an employee serves as 9th grade class advisor for a year, then the following year serves as 6th grade class advisor, that employee would maintain their appropriate steps (year one 9th grade class advisor + year two 6th grade class advisor = 2 steps serving as an advisor).
10. Coaches will be reimbursed mileage for all events that transportation is not offered by the district.

E. Hourly Pay.

Teachers who are selected to deliver direct instruction to students on an hourly basis, in addition to their regular assignment and/or outside the regularly scheduled work day or year, such as summer school or homebound instruction, will be compensated at a rate of \$25 per clock hour.

In addition, teachers who are requested by an administrator to attend additional professional development/training on a voluntary basis, in addition to contractually required professional development outside the regularly scheduled work day or work year, will be paid at the rate of \$25 per clock hour with the maximum being \$150 per day. This daily rate does not include mileage, if applicable.

These hourly assignments will be paid in accordance with the District's normal payroll practices.

**ARTICLE XX
INSURANCE**

- A. Effective upon ratification of this Agreement by both parties, the board's monthly contributions toward the cost of the health care plan for the 2021-2022 school year for full time employees is as follows:

2021-2022	
FULL FAMILY	\$1,600.89
TWO PARTY	\$1,227.58
SINGLE	\$586.99

For the 2022-2023 and 2023-2024 school years, the above contributions will be adjusted to the maximum state allowable hard-cap contribution levels, effective July 1, 2022 for the 2022-2023 school year and effective July 1, 2023 for the 2023-2024 school year.

Employees will be responsible for all health insurance costs over the monthly hard cap through payroll deductions. The monthly amounts will be based on the appropriate plan the employee selects, and their payment will be any amount that exceeds the monthly cap as detailed above

The Board of Education agrees to allow the teachers to change providers based on termination guidelines of the vendor with written notice of at least forty five days prior to the expiration of the plan year.

All cash in lieu of health insurance will be paid out in equal installments over a 12-month period from September 1st through August 31st of each year.

- B. The Board shall provide to all full-time bargaining unit employees and their eligible dependents a dental and vision insurance plan, with a 15% cost to the employee.

MESSA Delta Dental Insurance:

Class I 100% / Class II 100% / Class III 100%: \$2,000 per person annual maximum;
Two (2) cleanings per year; sealants

Class IV (Orthodontic Services) 80%: \$2,000 per person lifetime maximum

MESSA Vision Insurance:

VSP 3 Plus P 250 CL

- C. The Board shall provide to all full-time bargaining unit employees MESSA Life Insurance and Long Term Disability (LTD), with a 15% cost to the employee.

Life insurance/AD&D: \$25,000

LTD: 66 2/3% up to a monthly maximum of \$4,500
90 calendar day modified fill waiting period
Two (2) year limitation for drug/alcohol & mental/nervous
Two (2) years of own occupation

The Board of Education agrees to allow the teachers to change providers based on termination guidelines of the vendor with written notice of at least forty five days prior to the expiration of the plan year as long as the cost to the District is equal to or less than the current plan.

- D. It is the responsibility of all teachers to be properly enrolled for appropriate insurance coverage. All provisions of the insurance contract shall be controlling in determining eligibility for coverage and benefits. Where more than one (1) member of the same family, i.e., husband and wife, are employed by the Board and are eligible employees for the above-specified health insurance, only one (1) of said employees shall be eligible for health insurance coverage.

The Board of Education will offer in lieu of health insurance benefits a cash option pursuant to a Section 125 Plan of 80% of the district's monthly contribution to the single subscriber health insurance rate spread over the employee's annual paycheck.

- A. Teachers regularly employed part-time shall be entitled to receive insurance benefits on a pro-rated basis.
- B. All eligible members shall be enrolled in the MESSA Ancillary Coverage (Dental, Vision, Life/AD&D, and Long Term Disability)
- C. COBRA.

The employer must afford the opportunity for continuation of coverage to employees and certain dependents as defined by Consolidated Omnibus Budget Reconciliation Act of 1985 (PL 99-272) at the employee's expense.

ARTICLE XXI EARLY RETIREMENT PLAN

- A. Persons eligible for the Hopkins Public Schools Early Retirement plan must be eligible for retirement under MPSERS.
- B. Eligible persons who make written application for early retirement will be considered if the financial status of the district would be improved or if layoffs are necessary. The Board has the final option to accept or reject all written applications.
- C. After the teacher's request to participate in Early Retirement has been approved by the Superintendent of Schools the teacher may not withdraw his/her resignation.

- D. In the event any portion of this agreement is found contrary to law, those aspects of the program will be considered null and void. The terms of the plan must be subject to approval by the MPSERS.
- E. Teachers who participate in this plan may elect to extend their insurance benefits for one (1) year by contributing one-half of the cost of said yearly coverage from their lump sum payment. They will then return this amount to the Business Office for payment of premiums for said coverage. The Board will pay the remaining half of the costs of said coverage.
- F. An eligible teacher will be paid a one (1) time payment of four thousand dollars (\$4,000) within ninety (90) days after the last day worked. The total compensation for early retirement plan to be paid to the employee upon retirement is required to be paid by the Board on behalf of the eligible participant into a non-elective 403(b) tax deferred annuity. The remittance of this benefit by the Board on behalf of the eligible participant shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service and the Board's 403(b) package. The benefits shall be remitted to one of the district's 403 (b) providers. Participants shall not have the option of receiving this benefit in any form other than through a non-elective 403 (b) tax deferred annuity as described above.
- G. Teachers who have completed the school year and who participate under this plan will continue to receive their current insurance benefits through August 30.
- H. Teachers must have completed at least fifteen (15) years of work in a position calling for teacher certification in the Hopkins Public Schools system.
- I. Any member who chooses to accept early retirement must provide in writing to the employer that they will not accept unemployment compensation in any form.
- J. All applications must be received in the Superintendent's office by February 1st of the school year in which they plan to retire in order to be considered.

ARTICLE XXII
STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

- A. 1. It is recognized that student discipline problems can be dealt with most effectively when teachers, administration and the Board are working in unison to provide a constructive educational setting. The employer, in consultation with teachers, shall promulgate rules and regulations setting forth the provisions to be utilized in disciplining, suspending, and expelling students for misbehavior. Such consultations shall have taken place by June 1st of each school year; times and dates to be established by the administrative unit principal. Copies of such rules and regulations shall be distributed to each teacher on Orientation Day at the beginning of each school year. Teachers shall be notified of any procedural changes adopted during the school year.
2. Upon receipt of a complaint from a teacher that he has been physically assaulted by any student(s) and/or verbally or physically threatened with bodily harm by any students(s), the administrative unit principal shall promptly relieve the teacher of the responsibility for supervision and/or instruction of the student(s) pending an investigation and disposition of the complaint. The teacher shall provide the administrator with a written statement describing the particulars of the incident at the time the complaint is made.
- B. Any case of assault upon a teacher resulting from school associated duties shall be reported immediately and confirmed in writing within 48 hours to the Superintendent or his designated representative. The Board will provide legal counsel to advise the teacher of his rights and

obligations with respect to such assault and render all assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, provided that it has been determined that the teacher has acted within the scope of school and administrative policy. Whether a teacher has acted within the scope of school and administrative policy shall be considered a grievable issue and, if necessary, shall be determined through such channels.

C. If any teacher gets legally involved as a defendant based on disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense provided that it has been determined that the teacher has acted within the scope of school and administrative policy. Whether a teacher has acted within the scope of school and administrative policy shall be considered a grievable issue and, if necessary, shall be determined through such channels.

D. Lost Time and Worker's Compensation.

1. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher provided that it has been determined that the teacher has acted within the scope of School and Administrative Policy. Whether a teacher has acted within the scope of School and Administrative Policy shall be considered a grievable issue and, if necessary, shall be determined through such channels. Should there be a delay in obtaining Worker's Compensation benefits, the teacher will be allowed to use disability benefits (i.e. sick leave days). Upon settlement of Worker's Compensation, the teacher will pay back to the Board any duplicated monies. Used sick leave days will be replaced into the teacher's account.

2. A teacher in the process of filing for Worker's Compensation and unable to continue his teaching duties for the remainder of his contract for a reason related to the incident, shall also receive the normal fringe benefits to which he is entitled for the normal length of time as if he were teaching. At the point in time when Worker's Compensation does go into effect, only those benefits not covered under Worker's Compensation shall continue to the teacher until August 31 of the contractual year in which he was injured. If a teacher must be on a disability leave for a period of time into his next contractual year, he may elect to continue his benefits at his own cost at the group rate until he is able to return to work.

E. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty if resulting from such previous assault and the damage is not covered by insurance up to a maximum of \$500. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board through an accredited hospital, provided the injury is reported immediately and confirmed in writing, within 48 hours after such injury, to the extent not provided by Worker's Compensation and in a case where the teacher has exhausted the extent of his personal insurance up to the extent of district insurance coverage provided it has been determined that the teacher has acted within the scope of school and administrative policy.

F. A teacher may use such disciplinary action as allowed within existing school Board policy and state laws to insure proper classroom atmosphere.

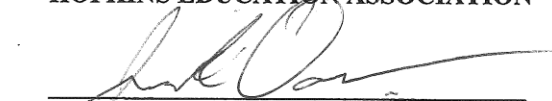
**ARTICLE XXIII
MISCELLANEOUS**

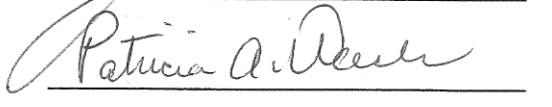
A. An emergency manager appointed under the local government and school district fiscal accountability act has the authority under the act to reject, modify or terminate this collective bargaining agreement, as provided in such act.

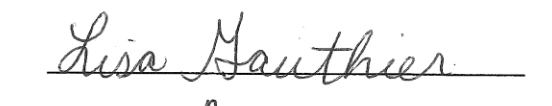
DURATION OF AGREEMENT

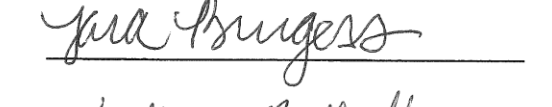
Except as otherwise stated, this agreement shall become effective upon ratification by a majority of the Board and by the Association and shall continue in effect through June 30, 2024. The parties will meet to begin negotiations at mutually agreed times as soon as reasonably feasible for the 2024-2025 fiscal year.

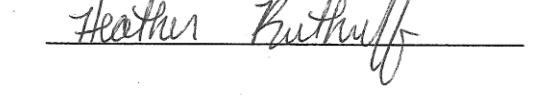
HOPKINS EDUCATION ASSOCIATION



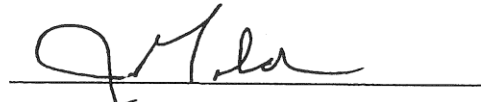





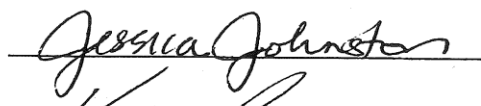


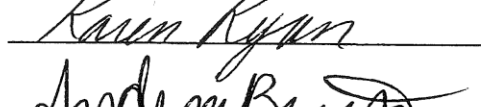


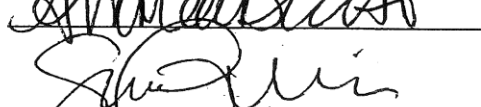
HOPKINS BOARD OF EDUCATION

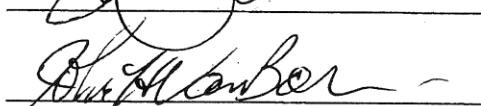















HOPKINS PUBLIC SCHOOLS

Hopkins Education Association Request Form for Personal Business Leave or Compensatory Time

Today's Date: _____ Building: _____

Time this form turned into your building administrator: _____:_____ am / pm

I am requesting:

- a Personal Business Leave day on _____
- compensatory time on _____ if specific time: _____

Printed Name: _____ Signature: _____

1. PERSONAL BUSINESS LEAVE

- i. All regularly employed teaching personnel shall be allowed to use up to three (3) Personal Business Leave (PBL) days each year out of their twelve (12) sick days credited per year. These PBL days may only be used to take care of a personal business matter that could not be taken care of after school hours or on non-school days. Those teachers hired after the start of the school year, or who return from an unpaid leave during the year, will have the number of days pro-rated.
- ii. Amount to be deducted for exceeding this limit shall be 1/"X" of the teacher's annual salary and insurance benefits. "X" shall be based on the number of teacher workdays as approved in the District Calendar.

2. COMPENSATORY TIME

- i. Compensatory time that has been earned, entered by the employee on the district/ tracking sheet, and has been approved by that employee's building administrator, may be used as accrued partial hours or whole days. Compensatory time may be used only with the approval and at the discretion of the building administrator.
- ii. If Compensatory Time is not yet accrued, it cannot be used or entered in the system.
- iii. Any unused accrued days/hours will be compensated at the normal rate at the end of each school year (See Article X in the Collective Bargaining Agreement). Accrued compensatory time is not accumulative from year to year. Further restrictions and regulations are listed below.

3. ADDITIONAL REGULATIONS REGARDING BOTH PERSONAL BUSINESS LEAVE AND COMPENSATORY TIME:

- i. Personal Business Leave and Compensatory Time days/hours may not be used to extend a regularly scheduled school vacation. Extending a regularly scheduled school vacation is defined as the day before or after Thanksgiving Break, Christmas Vacation (aka Winter Break), and Spring Break.
- ii. Compensatory Personal Business Leave and Compensatory Time days/hours may be used on Parent Teacher Conference Days, provided the teacher attends the scheduled teacher conference.
- iii. Personal Business Leave and Comp. Time must be requested by filling out this form. Forms shall not be turned in prior to August 15th of each year for the coming school year. The Staff member should notify the building principal at least six (6) work days prior to the date of the expected absence. In case of emergencies, notification shall be given to the building principal as early as possible.
- iv. All Personal Business Leave and Comp. Time will be granted on a first come, first served basis per calendar day, per building. The administration reserves the right not to grant more than a combined total of two (2) Personal Business Leave and/or Comp. Time days per building for any given calendar date. Lesson plans must be made available by the staff member prior to taking PBL or Comp. Time days/hours. In all non-emergency Personal Business Leave or Comp. Time situations, the district should notify applicants that their request has been approved or denied within four (4) work days of the building principal receiving the requested leave form.

This Section for *Building Principal* to Complete Upon Receiving the Form from a Staff Member:

- The staff member has used less than three (3) Personal Business Leave Days for this current school year or has accrued the needed Comp. Time for the stated date/hours listed.

- The staff member has completed and turned-in this form at least six (6) calendar days prior to the date of the expected absence. If not, please note circumstances:

- There are currently less than two (2) staff members in my building that have requested a PBL or Comp. Time day/hours on this same requested date/these same requested date(s).

Building Principal's Signature: _____

Notes:

This Section for *Central Office* to Complete Upon Receiving the Form from a Building Principal:

Central Office Signature of Approval: _____

- This/These requested day(s)/hours has/have been DENIED due to:

Sequence to follow for Personal Business Leave and Compensatory Time Requests:

- a. Staff member fills out and submits the approved form to their Building Principal/Secretary.
- b. Building Principal reviews and completes their section of the form.
- c. Central Office personnel reviews and completes their section of the form.
- d. Central Office notifies employee of approval or denial (attaching a copy of completed form for record).
- e. Building Principal receives a copy via email for record and enters the approved absence in the district sub system.
- f. Central Office reserves original form for record.

ADDENDUM B
2021-2024 Salary Schedules

2021-2022 Salary Schedule				
Step	BA	BA+18	MA	MA+18
1	40,000	41,000	43,000	44,500
2	41,500	42,500	44,500	46,000
3	43,000	44,000	46,000	47,500
4	44,500	45,500	47,500	49,000
5	46,000	47,000	49,000	50,500
6	47,500	48,500	50,500	52,000
7	49,000	50,000	52,000	53,500
8	50,500	51,500	53,500	55,000
9	52,000	53,000	55,000	56,500
10	53,500	54,500	56,500	58,000
11	55,000	56,000	58,000	59,500
12	56,500	57,500	59,500	61,000
13	58,000	59,000	61,000	62,500
14	59,500	60,500	62,500	64,000
15	61,000	62,000	64,000	65,500
16	62,500	63,500	65,500	67,000
17	64,000	65,000	67,000	68,500
18	65,500	66,500	68,500	70,000
19	67,000	68,000	70,000	71,500
20	68,500	69,500	71,500	73,000
21	70,000	71,000	73,000	74,500
22	71,500	72,500	74,500	76,000
23	73,000	74,000	76,000	77,500

2022-2023 Salary Schedule				
Step	BA	BA+18	MA	MA+18
1	40,600	41,615	43,645	45,168
2	42,123	43,138	45,168	46,690
3	43,645	44,660	46,690	48,213
4	45,168	46,183	48,213	49,735
5	46,690	47,705	49,735	51,258
6	48,213	49,228	51,258	52,780
7	49,735	50,750	52,780	54,303
8	51,258	52,273	54,303	55,825
9	52,780	53,795	55,825	57,348
10	54,303	55,318	57,348	58,870
11	55,825	56,840	58,870	60,393
12	57,348	58,363	60,393	61,915
13	58,870	59,885	61,915	63,438
14	60,393	61,408	63,438	64,960
15	61,915	62,930	64,960	66,483
16	63,438	64,453	66,483	68,005
17	64,960	65,975	68,005	69,528
18	66,483	67,498	69,528	71,050
19	68,005	69,020	71,050	72,573
20	69,528	70,543	72,573	74,095
21	71,050	72,065	74,095	75,618
22	72,573	73,588	75,618	77,140
23	74,095	75,110	77,140	78,663
24	75,618	76,633	78,663	80,185

2023-2024 Salary Schedule				
Step	BA	BA+18	MA	MA+18
1	41,209	42,239	44,300	45,845
2	42,754	43,785	45,845	47,390
3	44,300	45,330	47,390	48,936
4	45,845	46,875	48,936	50,481
5	47,390	48,421	50,481	52,026
6	48,936	49,966	52,026	53,572
7	50,481	51,511	53,572	55,117
8	52,026	53,057	55,117	56,662
9	53,572	54,602	56,662	58,208
10	55,117	56,147	58,208	59,753
11	56,662	57,693	59,753	61,298
12	58,208	59,238	61,298	62,844
13	59,753	60,783	62,844	64,389
14	61,298	62,329	64,389	65,934
15	62,844	63,874	65,934	67,480
16	64,389	65,419	67,480	69,025
17	65,934	66,965	69,025	70,570
18	67,480	68,510	70,570	72,116
19	69,025	70,055	72,116	73,661
20	70,570	71,601	73,661	75,206
21	72,116	73,146	75,206	76,752
22	73,661	74,691	76,752	78,297
23	75,206	76,237	78,297	79,842
24	76,752	77,782	79,842	81,388
25	78,297	79,327	81,388	82,933

ADDENDUM C1
Instructional Days and Hours
Grades Young Fives thru 5th

Time teachers arrive to classroom: 7:35 a.m.
 (Same time for Instructional and Professional Development days)

Half days

Instruction begins: 7:45 a.m.

Begins: 7:45 a.m.

Recess: 15 minutes

Dismisses: 11:10 a.m.

Lunch Time: 30 minutes

Dismissal: 2:55 p.m.

Time teachers leave: 3:00 p.m.

TOTALS: Instructional time per day: 385 minutes

Instructional days: 172 full days (@385 min.) = 66,220 minutes =	1,103.67 hrs.
8 half (15 min. recess) half or partial days @190 min. per session = 1,520 minutes =	<u>25.33 hrs.</u>
TOTAL HOURS	1,129.00 hrs.

180 instructional days
 (Minimum state required instructional time: 1,098 hours)

Teachers will stay until they have been checked out by their building administrator on the last student day unless other arrangements have been made.

ADDENDUM C2
Instructional Days and Hours
Grades 6 thru 12

Time teachers arrive to classroom: 7:35 a.m.
 (Same time for Instructional and Professional Development days)

Half days

Instruction begins: 7:45 a.m.

Begins: 7:45 a.m.
 Dismisses: 11:00 a.m.

1st period _____
 Passing time _____
 2nd period _____
 Passing time _____
 3rd period _____
 Passing time _____
 4th period _____
 Passing time _____

Lunch Time: 30 minutes

5th period _____
 Passing time _____
 6th period _____

Dismissal: 2:43 p.m.

Time teachers leave: 3:00 p.m.

TOTALS: Instructional time per day: 388 minutes






Instructional days: 172 full days (@388 min.) = 66,736 minutes =	1,112.27 hrs.
8 half @195 min. per session = 1,560 minutes =	<u>26.00 hrs.</u>
TOTAL HOURS	1,138.27 hrs.

180 instructional days
 (Minimum state required instructional time: 1,098 hours)

Teachers will stay until they have been checked out by their building administrator on the last student day unless other arrangements have been made.




ADDENDUM D District Calendars

Teacher Days - Student Days
EX - 22-21

1/2 Day for Students, 1/2 Day PD for Staff 
1/2 Day for Students, 1/2 Day for Teacher Records 
No School for students - Full Day PD for Staff 
No School for Students or Staff 
1/2 day for Students & Staff 





2021-2022 Hopkins PS District Calendar











JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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26						31

JANUARY
17 - 1/2 day for students
1/2 day PD for teachers

AUGUST
23 - Staff Only PD
24 - Staff Only PD
26 - First Day for students

SEPTEMBER
3 - No School - Labor Day Break
6 - No School - Labor Day
22 - 1/2 day for students
1/2 day PD for teachers

OCTOBER
29 - 1/2 day for Students
1/2 day PD for Teachers

NOVEMBER
23 - 1st Trimester Ends
1/2 day for Students
1/2 day Teacher Records
24-26 Thanksgiving Break

DECEMBER
20-31 Winter Break


FEBRUARY
17 - 1/2 day for students
1/2 day PD for teachers
18 - Mid Winter Break -
No School for Staff or Students


MARCH
3 - 1/2 day for students
1/2 day PD for teachers
4 - 2nd Trimester Ends
1/2 Day for Students
1/2 Day Teacher Records



APRIL
4-8 Spring Break
15 - 1/2 day for Students
1/2 day PD for Teachers







MAY
30 - Memorial Day - No School

JUNE
2 - 1/2 day for Students
1/2 Day Teacher Records
3 - 3rd Trimester Ends
1/2 Day for Students and Staff
Last School Day



JANUARY						
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FEBRUARY						
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MARCH						
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MAY						
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28		30	31			

JUNE						
S	M	T	W	T	F	S
				1		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			







Student Instructional Hours:
1/2 Day Dismissal Time:

<u>Elementary</u>	<u>MS/HS</u>
7:45 a.m. - 2:55 p.m.	7:45 a.m. - 2:43 p.m.
11:10 a.m.	11:00 a.m.

Tri	1	2	3
Days	62	59	59

Total Students Days = 180
Total Teacher Work Days = 182

Teacher Days - Student Days
EX - 22-21

1/2 Day for Students, 1/2 Day PD for Staff 
 1/2 Day for Students, 1/2 Day for Teacher Records 
 No School for students - Full Day PD for Staff 
 No School for Students or Staff 
 1/2 day for Students & Staff 
 P/T Conferences 

2022-2023 Hopkins PS District Calendar

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
7	5					

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
20	20					

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
21	21					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
19	19					

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
15	15					

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
20	20					

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			
19	19					

MARCH						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
22	22					

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
15	15					

MAY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22	22					

JUNE						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
2	2					

JANUARY
 2-3 Winter Break
 16 - 1/2 day for students
 1/2 day PD for teachers
 18 - MS/HS Conferences 4-7pm

FEBRUARY
 17 - 1/2 day for students
 1/2 day PD for teachers
 20 - Mid Winter Break -
 No School for Staff or Students

MARCH
 2 - 1/2 day for students
 1/2 day PD for teachers
 3 - 2nd Trimester Ends
 1/2 Day for Students
 1/2 Day Teacher Records
 21 - Elementary Conferences 4-7pm
 23 - Elementary Conferences 4-6pm
 31 - Spring Break

APRIL
 3-7 Spring Break
 19 - MS/HS Conferences 4-7pm
 28 - 1/2 day for students
 1/2 day PD for teachers

MAY
 29 - Memorial Day - No School

DECEMBER
 22-30 Winter Break

JUNE
 1 - 1/2 day for Students
 1/2 Day Teacher Records
 2 - 3rd Trimester Ends
 1/2 Day for Students and Staff
 Last School Day

Student Instructional Hours:
1/2 Day Dismissal Time:

Elementary	MS/HS
7:45 a.m. - 2:55 p.m.	7:45 a.m. - 2:43 p.m.
11:00 a.m.	11:00 a.m.

Tri	1	2	3
Days	62	60	58

Total student days = 180
 Total teacher work days = 182

2023-2024 Hopkins PS District Calendar

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY
1-2 - Winter Break
15 - 1/2 day for Students
1/2 day PD for Teachers
17 - MS/HS Conferences 4-7pm

JANUARY						
S	M	T	W	T	F	S
			3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST
23 - Staff Only PD
24 - Staff Only PD
28 - First day for Students

FEBRUARY
16 - 1/2 Day for Students
1/2 day PD for Teachers
19 - Mid-Winter Break -
No School for Staff or Students

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

SEPTEMBER
1 - No School - Labor Day Break
4 - No School - Labor Day
20 - 1/2 day for Students
1/2 day PD for Teachers

MARCH
7 - 1/2 day for Students
1/2 day PD for Teachers
8 - 2nd Trimester Ends
1/2 day for Students,
1/2 day for Teacher Records
19 - Elementary Conferences 4-7pm
21 - Elementary Conferences 4-6pm
29 - Spring Break

MARCH						
S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER
5 - MS/HS Conferences 4-8pm
24 - Elementary Conferences 4-7pm
26 - Elementary Conferences 4-6pm
31 - 1/2 day for Students
1/2 day PD for Staff

APRIL
1-5 - Spring Break
17 - MS/HS Conferences 4-7pm
26 - 1/2 day for Students
1/2 day PD for Teachers

APRIL						
S	M	T	W	T	F	S
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER
21 - 1st Trimester Ends
1/2 day for Students,
1/2 day for Teacher Records
22-24 - Thanksgiving Break

MAY
27 - Memorial Day - No School

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DECEMBER
21-29 - Winter Break

JUNE
3 - 1/2 day for Students,
1/2 day for Teacher Records
4 - 1/2 Day for Students & Staff
3rd Trimester Ends
Last School Day

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Student Instructional Hours:
1/2 Day Dismissal Time:

Elementary
7:45 a.m. - 2:55 p.m.
11:10 a.m.

MS/HS
7:45 a.m. - 2:43 p.m.
11:00 a.m.

Tri	1	2	3
Days	60	65	55

Total student days = 180

Minimum 180 Student Days

Days	T	S
	182	180

ADDENDUM E

ANCILLARY STAFF RIGHTS

The terms and conditions within this Addendum are to remain in full force and effect with respect to the bargaining unit employees within the HEA collective bargaining unit who are not “teachers” as that term is defined within the Michigan Teachers’ Tenure Act, as amended (sometimes referred to herein as “ancillary staff”).

A. Assignment

1. The administration shall provide the ancillary staff with his or her written assignment by August 1 prior to the school year.

No ancillary staff shall have his or her assignment transferred after the notification without being notified in writing.

2. The administration has the right to make involuntary transfers or involuntary assignments after this August 1st date when emergency situations arise. Last minute quits, financial problems or problems of balancing class sizes are examples of emergency situations which can be helped by transferring a staff member.

The administration has the responsibility to explain reasons for the involuntary change in ancillary staff assignments.

3. If an open position arises during the school year, current staff may apply for the position. All applications will be reviewed based on qualifications and seniority. Placement of an existing staff member in such a position will be made at the beginning of the following school year, or at a normal break in the school calendar, i.e., semester, etc. If an opening occurs within the first two weeks of the current school year, that position may be filled immediately. Time of such placement will be determined by the administration so as to minimize the disruption of the educational process.

B. Just Cause Clause

No ancillary employee who has completed the probationary period shall be disciplined or discharged without just cause. Just cause shall not apply to the discipline, discharge, or non-renewal of probationary ancillary staff, teachers or to any individuals in extra-duty assignments.

C. Working Conditions and Assignments

1. Necessary reduction of personnel-layoff:

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

- a. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program, curriculum and staff. Ancillary staff may be laid off when the Board determines that financial problems or reductions in enrollment require a reduction in staff.

- b. In order to promote an orderly reduction in personnel, the following procedure will be used:
 - (1) Probationary ancillary staff employees will be laid off first where any ancillary staff who has acquired seniority and whose position has been curtailed is certified/licensed and qualified.
 - (2) In the event non-probationary ancillary staff must be laid off, layoff shall be on the basis of seniority, provided that the ancillary staff to be retained is certified/licensed and qualified. It is expressly understood that the Association shall have a right to review the layoff list prior to the notification of the individuals to be laid off. In the event of dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon, within seventy two (72) hours after the termination of the meeting requesting review of the list. Ancillary staff shall be notified in writing 30 days, or earlier, before the end of the semester regarding lay-off.

2. Recall

Ancillary staff shall be recalled to employment in inverse order of layoff for new positions opening as determined by the program offered by the Board for which they are qualified. No new ancillary staff shall be employed by the Board while there are ancillary staff of the district who are on layoff who are certified/licensed and qualified. Recall notification shall be given in writing to those being recalled.

- a. Ancillary staff who is notified of recall by registered mail, at the last known address maintained in the Superintendent's office, and fails to respond in writing within fifteen (15) days of mailing the recall notice, shall be conclusively considered to have abandoned employment in the district. The Association will be notified of recall of individual employees.
- b. Laid off ancillary staff will have a right of recall for a period not to exceed three (3) years following the effective date of layoff. Ancillary staff refusing an offer of recall to a position for which the ancillary staff is certified and qualified will result in the ancillary staff being deemed a voluntary quit and forfeiting any right of recall unless the ancillary staff at the time of the offer of recall is employed under contract by another Michigan school district, in which case the ancillary staff will continue to be eligible for recall during the three-year period following the effective date of layoff.
- c. A recall list shall be maintained by the Board so long as ancillary staff employees are laid off. It is the specific obligation of the laid off ancillary staff to maintain a current mailing address with the school business office for purpose of receipt of all notices of recall or other employment-related announcements.
- d. In the event that this district shall be combined with one (1) or more districts, the Board shall use its best efforts to insure the continued employment of its present staff in such consolidated district.
- e. In the event of layoff, any administrator who has tenure as a teacher shall have the right to enter the bargaining unit as a tenure teacher with any seniority credit for time served as a teacher in this district.

- f. In the event a bargaining unit employee is laid off due to a reduction in staff, the Board shall have no obligation for salary or fringe benefits beyond the effective date of layoff, except the Board must fulfill the remaining contract provisions concerning fringe benefits. It is understood and agreed that in the event a probationary ancillary staff is laid off, such layoff shall automatically terminate the individual employment contract of the probationary laid-off ancillary staff, but all recall rights pursuant to the terms and conditions of this Agreement shall remain in effect.
- g. (1) Whenever a permanent vacancy arises within the system, during the school year or commencing with the next school year, which administration deems necessary to fill on a permanent basis, the Superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than ten (10) business days before the position is filled, and direct a copy of same by registered mail to each laid-off ancillary staff whom the administration deems certified for said position.
- (2) During summer months, notification of a permanent vacancy, which the administration deems necessary to fill, shall be sent to the President of the Association by certified mail and posted in the administration building. The above time limit may be waived when agreed upon by the administration and the Association.
- (3) Vacancies shall be filled on the basis of the experience, qualifications, certification, length of service in the district and evaluations. The Board and administration shall have final say in who is hired for the position with respect to the preceding criteria.
- (4) Employees who desire to be considered for the vacant position must file a written notice of their interest in the vacant position with the Superintendent. Before any vacancy is filled, the certification and qualifications of each ancillary staff who has filed a notice of interest in the position shall be reviewed and an interview will be granted.
- (5) When a vacancy occurs during the school year, it may be filled on a temporary basis until the end of the school year, thereby, causing the least disruption to the student body.
- (6) Vacancies shall be filled by the Board with the person who the administration determines is best qualified, by temporary transfer, temporary hire, awarding the position to any employee who has applied for it or hiring a new employee.

ADDENDUM F

Year 1 Year 4 Year 8 Year 11
 (Step 1) (Step 4) (Step 8) (Step 11)

Category A

(Curricular Related Extra Duty Positions) Percentage

Advisor - 6th Grade	2.0%
Advisors - 6th Grade Camp (per person)	1.0%
Advisor - 7th Grade	2.0%
Advisor - 8th Grade	2.0%
Advisor - 9th Grade	2.0%
Advisor - 10th Grade	2.0%
Advisor - 11th Grade	3.0%
Advisor - 12th Grade w/o trip	3.0%
Advisor - 12th Grade w/ trip	4.0%
Advisor - National Honor Society	6.0%
Advisor - FFA - H.S. & M.S. (includes summer work)	18.0%
Advisor - Student Council - H.S.	6.0%
Advisor - Student Council - M.S.	2.5%
Advisor - Student Council - Elementary (per building)	2.5%
Advisor - Yearbook - H.S.	4.0%
PALs Coordinator – H.S.	2.0%
Band Director - H.S.	11.0%
Band Director - M.S.	3.0%
Choir Director - H.S.	7.0%
Choir Director - M.S.	3.0%
Art Director - H.S. (min. 3 art shows)	2.0%
Art Director - M.S. (min. 3 art shows)	2.0%
School Improvement Chair (per building)	4.0%
Detention - Elementary (per/year per/volunteer)	\$125

Category B
(Athletic Related Extra Duty Positions)

Percentage

H.S. Fall Athletics	
Cheer - Varsity Sideline	6.0%
Cheer – J.V. Sideline	4.0%
Cross Country - Varsity	10.0%
Football - Asst. J.V.	9.0%
Football - Asst. Varsity	12.0%
Football - J.V.	10.0%
Football - Varsity	13.0%
Soccer - J.V. Boys	9.0%
Soccer - Varsity Boys	11.0%
Volleyball - Freshmen	8.0%
Volleyball - J.V.	9.0%
Volleyball - Varsity	11.0%
H.S. Winter Athletics	
Basketball - Freshmen Boys	8.0%
Basketball - Freshmen Girls	8.0%
Basketball - J.V. Boys	10.0%
Basketball - J.V. Girls	10.0%
Basketball - Varsity Boys	13.0%
Basketball - Varsity Girls	13.0%
Bowling - Varsity Co-ed	8.0%
Cheer - Varsity Competitive	10.0%
Cheer – J.V. Competitive	6.0%
Wrestling - Varsity	11.0%
H.S. Spring Athletics	
Baseball - J.V. Boys	9.0%
Baseball - Varsity Boys	11.0%
Softball - J.V. Girls	9.0%
Softball - Varsity Girls	11.0%
Golf - J.V. Boys	8.0%
Golf – Varsity Boys	10.0%
Golf - J.V. Girls	8.0%
Golf – Varsity Girls	10.0%
Soccer - J.V. Girls	9.0%
Soccer - Varsity Girls	11.0%
Track - Varsity Boys	11.0%
Track - Varsity Girls	11.0%
Track - Assistant Coach Varsity Boys	9.0%
Track - Assistant Coach Varsity Girls	9.0%
M.S. Fall Athletics	
Cross Country Coach	6.0%
Soccer - Boys	6.0%
Volleyball - 7th Grade	6.0%
Volleyball - 8th Grade	6.0%
M.S. Winter Athletics	
Basketball - 7th Grade Boys	6.0%
Basketball - 7th Grade Girls	6.0%
Basketball - 8th Grade Boys	6.0%
Basketball - 8th Grade Girls	6.0%
Cheer - Sideline/Competitive	6.0%
Wrestling	6.0%
M.S. Spring Athletics	
Soccer - Girls	6.0%
Track - Boys	6.0%
Track - Girls	6.0%

Year 1 Year 4 Year 8 Year 11
 (Step 1) (Step 4) (Step 8) (Step 11)

Category C

(Non-Curricular Related Extra Duty Positions) Percentage

Musical Producer	10.0%
Musical Director	6.0%
Musical Drama/Choreographer	6.0%
Musical Set & Tech Manager	6.0%
Advisor - Spanish Club - H.S.	2.0%
M.S. Yearbook	2.0%
Elementary Choir Club (per building)	1.5%
M.S. Art Club	1.0% per Tri. offered
Computer Club (per building)	1.5%
Elementary Newspaper (4 issues per year)	2.0%
Science Fair Coordinator	\$250
Ski Club (resort pass or forfeit pass for 2% which requires maximum 10 trips, minimum of 7)	2.0%
M.S. Robotics Coach	\$500
H.S. Robotics Coach	\$1000
H.S. Science Olympiad	\$500
Young Scholars (per building)	2.0%
Young Authors	2.0%
PREVIOUSLY OFFERED SCHEDULE B POSITIONS	
Art Club - H.S.	2.0%
Gifted and Talented	4.0%
Drama Club - MS	5.0%
Athletic Director (if no release time)	15.0%
Athletic Director (if released from teaching duties 2 hours)	12.0%
Sycamore Scholars (2 teachers)	2.0%
Detentions--Secondary	\$20/hr