

LABOR AGREEMENT

between

HOPKINS PUBLIC SCHOOLS

and

HOPKINS EDUCATION ASSOCIATION

2025-2027

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AGREEMENT

This Agreement is made this 1st day December, 2025 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, part-time teachers, teaching coordinators, 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.

Unless otherwise specified, the terms "teacher", "employee", "certified/licensed staff", "member", and "staff member", 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 through June 30, 2027. Salary and step compensation increases do not automatically increase annually until both parties have ratified a new agreement.

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 EMPLOYEE RIGHTS & DISCIPLINE

A. Non-discrimination & Privacy

The provisions of this Agreement shall be applied without regard to race, color, national origin, sex, (including sexual orientation or gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, color, national origin, sex, (including sexual orientation or gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), and to seek to achieve full equality of educational opportunity for all students.

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such staff member. The private and personal life of any staff member is not the appropriate concern or attention of the Board unless it affects performance as an educator.

B. 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.

C. 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.

D. 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.

E. Just Cause Clause

Non-probationary staff members shall not be disciplined, reprimanded, reduced in rank or compensation without just cause. Just cause shall not apply to the discipline, discharge, or non-renewal of probationary staff members or of individuals in extra-duty assignments. All staff members shall be provided access to the existing personnel policies and procedures governing conduct and will be made aware of any changes or additions.

F. Discipline

- a. All reprimands, warnings, and/or disciplining of a staff member shall be done in private. Both parties may have representatives present.
- b. All materials from any disciplinary matter that could affect a Certified and Licensed staff member's employment or performance shall be made available to the staff member at the time that the disciplinary document(s) are being placed in the Central Office personnel file.
- c. Personnel File:
 - i. All staff members shall have access to their personnel file for examination in the presence of the administrator or his/her designee. A representative of the Association may be requested by the staff member to accompany the employee in such review.
 - ii. Employees shall have the right to insert a rebuttal to any item placed in their personnel file and it shall be attached to the item rebutted.

- d. Written Complaints Against Employees:
 - i. Employees will be given an opportunity to respond to the content of any written complaint made against them 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.
 - ii. Letters of complaint sent to the Board shall be forwarded to the Superintendent. If investigated, the employee shall be promptly notified upon completion of the investigation.
 - iii. Any such complaint will be called to the attention of the employee, by their immediate supervisor, within 5 school days of personal receipt. The employee shall have the right to submit a written response to said complaint within 45 days, which shall become a part of the employee's personnel file.

- e. Progressive Discipline for Non-Probationary Employees:

A program of progressive discipline shall be followed for non-probationary Certified and Licensed staff members. Throughout this process the employee may have a trained Association representative present.

 - . The following progression of discipline shall be followed prior to the imposition of any other discipline on the member of the bargaining unit:
 - 1. Discussion(s) with notes taken, then
 - 2. Documented Verbal warning, then
 - 3. Written warning (with the establishment of an IDP for identified area(s) needing improvement), then
 - 4. Suspension without pay, then
 - 5. Dismissal/Separation

- f. Discipline for Probationary Employees:

It is a common practice to use a progressive discipline model with probationary staff members. That progression could follow similar steps as those listed in Article V, section F, letter e, subsection i. Throughout any discipline process the probationary employee may have a trained Association representative present.

- g. The parties agree that there may be cases that relate to progressive discipline that require escalation to a higher step that could include:
 - 1. Child endangerment
 - 2. Danger to school community while performing contractual duties
 - 3. Other unprofessional conduct as defined by law

- h. There are two levels of discipline regarding letters placed into an employee's file. The district will determine whether an infraction is assigned and categorized as a Level 1 or a Level 2 infraction.
 - i. Level 1 covers any employee behavior that is considered counter to the educational environment and running of daily operations. Letters for this behavior shall be expunged after seven (7) years, or less if mutually agreed upon, from all personnel files. Repetition of this type of behavior within the seven-year period constitutes a pattern.

- ii. Level 2 covers any employee behavior that is egregious and undermines the safety of children placed in the employee's care. Letters of this type of behavior shall not be removed from the staff member's personnel file.

If a letter of discipline does not clearly signify which level it is categorized as at the time it is presented, it is considered a Level 1 infraction. This does not in any way affect or impede the employee's rights under Article V, Section F, subsection c & d.

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 EMPLOYEE ASSIGNMENTS, VACANCIES, TRANSFERS, LAYOFF, & RECALL

A. Professional Assignments.

1. Assignment Objectives:

The parties recognize the desirability of:

- a. Placing each Certified/Licensed professional staff member in a position which will most effectively use his/her skills and experience while providing for the Employer's staffing needs; and
- a. Promoting the career opportunities of Certified/Licensed professional staff members by giving them the first opportunity to apply for vacancies.

2. Assignment Criteria:

Eligible Certified/Licensed professional staff members shall be assigned by the Employer on the basis of the following criteria. The order in which the following criteria are enumerated does not indicate that one criterion is necessarily more important than another.

The following factors shall be used:

- i. The Certified/Licensed professional staff member's **certification and qualifications** to provide required services within the assignment and within the scope of their certification and qualifications.
- ii. The **preference** of the Certified/Licensed professional staff member for the assignment.

- iii. The Certified/Licensed professional staff member's **qualifications**, compared to the qualifications of other candidates/employees, including any relevant special training(s), both in regards to the position to be vacated and the position to be filled.
- iv. The Certified/Licensed professional member's **experience** and ability to relate to the particular age level and/or subject matter, which could include number of years teaching in the same or similar grade level or subject area within the district.
- v. The Certified/Licensed professional staff member's year-end **evaluation ratings** over the past four (4) years.
- vi. The Certified/Licensed professional staff member's **attendance and disciplinary records**.

In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position will be awarded to the most senior applicant.

B. Notice of Vacancies:

- a. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.
- b. Notice of permanent vacancies in Certified/Licensed professional staff member positions in the bargaining unit shall be given as follows:
 - i. If the vacancy is for a Certified/Licensed professional staff member position to be filled during the work year, the vacancy shall be sent via school email. Internal/External posting will be simultaneous.
 - ii. In the case of all vacancies in Certified/Licensed professional staff member positions, the Employer shall grant an initial interview to all internal applicants that apply who are certified and qualified for the position.

C. Assignment Transfers:

Definition of "Transfer": A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article VII, section A of this agreement. Other transfers will be governed by this Section.

1. Voluntary Transfers:

An assignment request should be made by a Certified/Licensed professional staff member interested in applying for an assignment should submit a request by the posted deadline by:

- a. Submitting a letter of interest via email to both the administrator of the building in which the position is posted, as well as the Superintendent.
- b. The letter of interest should include, at minimum, the following:
 - i. the reason(s) for the request,
 - ii. the school building and position sought,

iii. and the applicant's qualifications.

This letter of interest is considered expired at the time the vacancy is filled.

2. Involuntary Transfers:

Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes either cause involving the individual's performance (as deemed prudent and necessary by the Superintendent) or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide, consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction are outlined in Article VII, section D of this Agreement.

3. Assignment Procedure:

- i. Voluntary assignment requests for Certified/Licensed professional staff members shall be acted on before making involuntary assignments.
- ii. Except for unforeseen circumstances, a returning Certified/Licensed professional staff member who has agreed to be employed for the next school year shall be considered employed by the district, unless otherwise notified. That notification would be given in written form no later than June 1st.
- iii. A Certified/Licensed professional staff member shall be consulted prior to changing his/her assignments.
- iv. The Association shall be consulted prior to the building transfer of Certified/Licensed professional staff member.

4. Association Cooperation:

The Association agrees to encourage teachers to notify the Employer at the earliest practicable time if they do not intend to renew their contract and further agrees to furnish the Employer from time to time information concerning the probability of future vacancies.

D. Staff Adjustments—Layoff and Recall:

Layoffs and recalls of Certified/Licensed professional staff members shall be accomplished as herein set forth.

1. Association Notice:

The Employer shall notify the Association President of each layoff and recall of a Certified/Licensed professional staff member. The decision of the Employer shall be binding unless the Association shall object in writing within five (5) days after receipt of the Employer's notification. The objection shall include the name of the Certified/Licensed professional staff member which the Association claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Association's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a decision under the provisions listed in the Grievance Process—Article XVI of this Agreement. The remedy shall be limited to implementing the proper layoff or recall unless it shall be determined that the Employer acted in bad faith.

2. Seniority:
 - i. The Employer shall prepare a seniority list on or before November 1 of each year. The Association President shall be provided a finalized electronic copy to then distribute/post to its members/buildings when completed. Accuracy of the seniority list is maintained collaboratively between the Association leadership and Central Office personnel each fall.
 - ii. "Service date" is the date when the employee first provided professional services (excluding extra-curricular assignments" for the Employer since any break in service. If two or more employees have the same service date, their position on the seniority list will be determined by the time stamp on the signed "hiring recommendation" form. Termination of service shall constitute a break in service.
 - iii. 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, unless they fall under Article IX, section B, subsection 2 regarding Extended Unpaid Leaves of Absence and achieving annualized seniority. Teachers leaving the system and returning at a later year shall forfeit all accumulated seniority.
 - iv. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
 - v. 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. Determination:
 - i. The Employer shall have the right to reduce the number of Certified/Licensed professional staff members in a given service area, field or program, or to eliminate, consolidate or otherwise reduce in scope those positions or assignments.
 - ii. The employer welcomes a collaborative process with the Association Leadership to ensure that the Layoff/Recall process is followed according to the Collective Bargaining Agreement.

4. Layoff Procedure:

All notice will be personally delivered to the staff member by a staff member of the Central Office. In the case where the staff member is on leave, the Central Office staff shall give written notice of layoff, or recall from layoff, by sending a registered or certified letter to the staff member at their last known address. It shall be the responsibility of the staff member to notify the HR department of any change in address.

The layoff of a Certified/Licensed professional staff member shall be subject to the following conditions:

- i. Probationary Certified/Licensed professional staff members shall be laid off first, provided that there are non-probationary Certified/Licensed professional staff members who are certified and qualified for the assignment held by the probationary Certified/Licensed professional staff members remaining on staff who can fill that assignment, unless the

- position held by the probationary Certified/Licensed professional staff member is being eliminated.
- ii. Probationary Certified/Licensed professional staff members shall not be employed by the Employer while there are non-probationary Certified/Licensed professional staff members of the Employer who are laid off unless there are no laid off non-probationary Certified/Licensed professional staff members who are certified and qualified to fill the remaining position(s).
 - iii. If further reduction is necessary then non-probationary Certified/Licensed professional staff members in the specific positions being reduced or eliminated shall be laid off in accordance with first their seniority and certifications, then the other factors as defined in Article VII, section A of this Agreement.

The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

5. Benefits Provided During a Layoff:
 - i. Any layoff shall suspend the Employer's obligation to pay salary or fringe benefits under an individual contract of employment, or under this Agreement, as listed in the provisions listed below, for the duration of that layoff.
 - ii. A Certified/Licensed professional staff member that experiences a layoff shall be eligible to receive any and all benefits which were earned, but not yet paid or received, prior to the layoff occurring in accordance with the salary earned within Schedule A of this agreement.
 - iii. Standard/Minimum Duration of Fringe Benefits for Layoffs:
 - a. The Board will provide all employees experiencing a layoff during the Summer Months a minimum of continued fringe benefits paid throughout the full summer—through August 31st (similar to the past practices of both retirees or staff members that resign within/during the summer months).
 - b. The Board will provide all employees experiencing a layoff during the school year/mid-year with 30 days of fringe benefits. After that, an employee experiencing layoff may continue their insurance benefits in accordance with the carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

6. Recall Procedure:

Recalls of Certified/Licensed professional staff members shall be subject to the following conditions:

- i. Certified/Licensed professional staff members shall be recalled in the order of seniority starting with the most senior Certified/Licensed non-probationary staff member first, followed by probationary staff member professional staff member on temporary or indefinite layoff who is certified and qualified for a

vacant position. The Employer shall have no obligation to post a vacant position which may be filled through the recall of a Certified/Licensed professional staff member on temporary or indefinite layoff. The Employer shall notify the Association President via email of openings which are to be filled through recall under this provision.

- ii. It shall be the responsibility of each Certified/Licensed professional staff member to notify the Employer of any change in address. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a letter and e-mail to the Certified/Licensed professional staff member at the Certified/Licensed professional staff member's last known address. Certified/Licensed professional staff members are responsible for leaving a residential address (or post office box address), an e-mail address, and a phone number for purposes of receiving a recall notice. Certified/Licensed professional staff must respond within 10 business days of the e-mail notification whether they accept or decline the offered position.

Certified/Licensed professional staff members must report by the recall date specified or forfeit all employment rights. Certified/Licensed professional staff members who at the time of recall are under a conflicting contract with another Michigan public school district may decline recall for the duration of the conflicting obligation.

The obligation to rehire a Certified/Licensed professional staff members who has been laid off shall terminate if the Certified/Licensed professional staff member fails to return to work at the time specified or if the Certified/Licensed professional staff member is not recalled within two (2) years following such layoff.

7. For the purpose of layoff, the areas that a Certified/Licensed professional staff member is certified and qualified to teach shall be those areas on file at the District's central office as of the date that the Employer adopts the formal resolution to institute layoffs.
8. For the purpose of recall, the areas which a Certified/Licensed professional staff member is certified and qualified to teach shall be those areas on file at the District's central office as of the date written notice of recall is sent.
9. In order to minimize the disruptive effect of a layoff or recall occurring during a trimester, the parties agree that the Employer may temporarily deviate from the seniority provisions herein contained to the extent necessary to minimize the disruption of other professional assignments not otherwise involved in the layoff or recall. The Employer shall consult with the Association prior to making any such modifications.
10. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations.

**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:

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

For all teachers hired prior to 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 - 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

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 six (6) 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. If special building or district related events/assemblies are held during a teacher's regularly scheduled planning time, it is the district's position that the building principal, as the default, will schedule the necessary student coverage so that the teacher can take their planning as scheduled (i.e. Veterans' Day Assembly).

- 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.
- iv. Exemptions from Compensatory Time:
Field Trips and district scheduled ½ days

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.
- v. No more than five (5) consecutive Personal Business Leave and/or Compensatory Time days may be used, including over a weekend and/or break period.

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.

H. Field Trip Attendance Leave Day (within district)

Employees can request up to one (1) full day per school year to attend their child's HPS district-related field trip. Employees requesting this leave time will do so using the same provisions and regulations listed in Article VIII, section C, but without the impact on wages, their accumulated leave, or fringe benefits. Final approval at the discretion of the building administrator.

I. Association Leave

The district will provide up to four (4) total days per school year, without loss of salary, personal leave, or sick leave. The four (4) days may be used by the Hopkins Education

Association (HEA) President and/or Vice-President, and/or his/her Executive Board/Team designee(s), for the purpose of attending Association related conferences/trainings or to complete Association related business.

1. Notice of intent to utilize this leave shall be given via email by the Association President to the Superintendent and their building administrator not less than one (1) school day prior to the taking of the leave.
2. The administration reserves the right not to grant Association Leave days if two (2) or more Bargaining Unit members from the same building are already scheduled to be absent on the same scheduled work day.
3. If the Association exceeds four (4) days in a given school year, the Association will provide reimbursement to the district for all substitute teacher(s) that fill in for those leave positions.
4. The Board will make no additional payments or reimbursements for expenses related to Association Leave.

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.

B. Payroll Deduction of Dues for Association Members

- 1. A member of the Association, or an eligible employee who has applied for membership, may submit to Central Office a signed *Authorization Agreement for Payroll Deduction of Union Dues* Form authorizing the payroll deduction for their dues, assessments, and/or contributions

- to the Association. Said Authorization Form, if completed and submitted, shall be accepted and processed by the District within ten (10) days.
2. Upon appropriate processing of the bargaining unit member's authorization, the District shall deduct from the wages of any such member the dues, assessments, and contributions and remit said funds to the Michigan Education Association (MEA) monthly. Such authorizations shall remain in full force and effect from month-to-month and year-to-year. Less extenuating circumstances, dues deduction authorizations are considered a full school year commitment. If withdrawn, the employee should provide written notice of their withdrawal to all involved parties—the MEA, HEA, and HPS—giving them a minimum of ten (10) days to process the changes. Members can start/restart dues deductions via the *Authorization Agreement for Payroll Deduction of Union Dues* Form. Forms must be submitted to Hopkins Central office no later than August 25th of each year.
 3. Pursuant to each member's authorization form, the District shall deduct dues consistently on a bi-weekly/per pay, ten (10) month annual cycle (September through June). If the payroll deduction amounts change within the course of any school year, the Association shall provide to the District a spreadsheet/list for any affected member and provide a minimum of ten (10) days notice allowing the District to make appropriate changes for remaining deductions as defined above.
 4. The HEA and its participating members hereby undertakes to indemnify and hold HPS and its employees harmless from all claims, demands, suits or other forms of liability that may arise for, or on account of, any deductions made from the wages of such employees or for any action taken to comply with dues deductions as outlined in this Collective Bargaining Agreement.

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. 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.

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. The chart below was added in July of 2024 to help better define both: Employee's working conditions and the updated structure of the district's committees.



Committee Frequency

TEAM	WHO	FREQUENCY	DURATION	MEETING TIME	COMPENSATION
PLC	ALL PROFESSIONAL STAFF	WEEKLY K-5 MONTHLY 6-12	45 MIN	K-5 DURING SCHOOL DAY 6-12 CONTRACTUAL SCHOOL DAY	N/A
BUILDING LEVEL TEAMS (AT, SEB, CULTURE, INSTRUCTION)	ALL PROFESSIONAL STAFF	1X/MONTH	1 HR	AFTER SCHOOL	N/A
BUILDING IMPROVEMENT TEAMS	TEAM LEAD & BLDG ADMIN	1X/MONTH	1.5 HRS	AFTER SCHOOL	SCHEDULE B % FOR LEAD
DISTRICT ALIGNMENT TEAMS	TEAM LEADS & DIT MEMBER	4X/YEAR	3 HRS	DURING SCHOOL DAY	TITLE II
DISTRICT IMPLEMENTATION TEAM	ADMIN	1X/MONTH	1.5 HRS	DURING SCHOOL DAY	N/A

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. 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.
- b. The terms "day(s)", when used within this agreement, 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.
- c. Definitions of Certified and Qualified:
For the purposes of this Agreement:
 - i. "Certified" shall be defined as the requirement to hold all certificates, licenses, endorsements and approvals required by law and/or the Michigan Department of Education Administrative Regulations to serve in the position assigned.
 - a. It is the Certified/Licensed professional staff member's responsibility to file such certificates, endorsements, licenses, or approvals with the District. The certification status of Certified/Licensed professional staff members on file with the District shall be considered conclusive for all purposes under this contract.
 - ii. "Qualified" shall be defined as follows:
 - a. Staff members shall be considered qualified for positions for which they possess the appropriate adequate certification/licensing required.
 - b. Furthermore, the degree at which a staff member is "qualified" for any position in the district shall be determined by the factors outlined in Article VII, section A of this agreement.

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. A mentor teacher will also be assigned to any Certified/Professional staff members placed on a formal IDP—as outlined in Article XX, section E. 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 an 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 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
 - d. For mentors of non-probationary mentees, the administration will select which level of logged hours is necessary and appropriate at the time of the initial assignment.

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 are deemed unsatisfactory for any reason, the mentee shall be reassigned to a different mentor. Either the mentor or the mentee 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 and/or board policy or practice.

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 a probationary employee's year-end evaluation.

B. The Association designates its Building Representatives, hereinafter its Vice-President and/or President, 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 "day(s)" 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 member, or a part/whole of the Association, that believes a violation has occurred, as outlined in Section A above, 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 five (5) days of the discussion, the member/Association shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

Level Two.

A copy of the written grievance shall be filed with the Superintendent or his/her 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 ten (10) 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 ten (10) 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. An arbitrator shall have no power to add to subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. An arbitrator 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. An arbitrator shall have no power to interpret state or federal law or prohibited subjects as defined by PERA.
 - e. An arbitrator 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 B 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.

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 middle school and high school, the building principal, working directly with the Association Leadership of that building, will collectively determine the style and date(s) of each trimester's parent teacher conferences. Details must be finalized and published at least 1 full month prior to the chosen conference week/date.

For elementary teachers, the building principal, working directly with the Association Leadership of that building, will collectively schedule 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 November 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**

Schedule A of this agreement sets forth the salary schedule for all Certified and Licensed staff members of the Bargaining Unit.

Effective upon ratification by both parties, and pro-rated if not ratified by the start of the 2025-2026 school year:

- 1. All employees shall advance one step.
- 2. There shall be twenty six (26) steps with step one (1) being the starting step for a first year teacher starting their career.
- 3. The 2025-2026 salary schedule shall increase by 4% on schedule for the 2025-2026 school year.
- 4. Those employees who did not receive a step during the 2013-2014 school year will advance an additional step in 2025-2026. If an employee who missed the step in 2013-2014 has reached step 26, they will receive the difference between step 25 (on the 2024-2025 Salary Schedule) and step 26 (on the 2025-2026 Salary Schedule) within the employee's specific lane. This is one time advancement for 2025-2026 only.

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

The Board agrees to remit annuity withholdings every two weeks.

Lane Advancement:

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.

Overage Formula:

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.)

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 of the current school year 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.

1. In order to be approved, post-bachelor 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.
2. 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.
3. The Superintendent shall inform the employee of the disposition of his/her application within ten (10) days.
4. In no case shall the tuition reimbursement exceed six (6) semester hours in any 5-year period.
5. Hopkins Public Schools will provide a pool amount of \$4,000 per academic year (July through June) for prorated tuition reimbursement.
6. 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.
7. Reimbursement shall not exceed Four Hundred dollars (\$400) per pre-approved post-Bachelor's degree credit hour.
8. Request for reimbursement must be made by May 31 of the current school year and payment will be made on the on last pay of June.
9. 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.
 - a. Pre-Approved Tuition Reimbursement Application (Addendum D of this Agreement)
 - b. Proof of tuition costs paid by teacher
 - c. Copy of Grade Report

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 Schedule B of this Agreement, 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 Schedule B of this Agreement and limited to the BA lane.

Beginning with the 2026-2027 school year, all other employees performing extra duty assignments at step 15 [or higher] shall have their extra duty compensation frozen at their 2026-2027 step and lane for as long as they are continuously employed in that specific position. Once an employee reaches step 15 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 Schedule B of this Agreement 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 Schedule B of this Agreement 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 EMPLOYEE EVALUATION

The Employer acting by and through its administrators shall be responsible for the evaluation of each staff member in the performance of his/her professional duties. The evaluation of staff shall conform to the following guidelines.

A. Evaluation Objectives:

The primary purpose of staff evaluations shall be to improve the effectiveness of a staff member in the performance of his/her professional duties by providing timely and constructive feedback.

B. Evaluation Tool:

Hopkins Public Schools will use the Thoughtful Classroom Effectiveness Framework as its comprehensive evaluation system. The performance evaluation system shall be negotiated and shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the staff member to improve their effectiveness in the upcoming school year.
2. an evaluation of the staff member's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as 20% of the year-end evaluation determination, 10% of which will be based on State assessments where applicable, and 10% will be based on learning objective metrics and/or measurement tools selected by the staff member (e.g. essential standards, pre- and post- tests, student portfolios, NWEA, etc.). If the State assessment is not applicable, the 20% will be fully determined by individual measurement tools approved by the building administrator. Student growth data shall be recorded annually.
 - a. The staff member shall collaborate with the administrator to identify the measurement tool(s) to be used no later than September 30.
 - b. The staff member, in collaboration with the administrator, may be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the staff member’s classroom, or who have other anomalous circumstances that warrant eliminating that data.
6. the use of the evaluation tool rubric as 80% of the year-end evaluation determination.
7. assigns a rating of “effective,” “developing,” and “needing support.”

During the 2024-2025 school year, the Association and District will collaboratively committee the following items to find new, or to improve on, methods regarding:

1. *Use of State or Nationally normed assessments.*
2. *Review and agree upon proper scoring percentages for the Thoughtful Classroom Effectiveness Framework Dimensions.*
3. *Creation and adjustment of Certified and Licensed Staff Summative Worksheet.*
4. *Collaboratively develop language that supports ongoing feedback and fairness related to the improvement of the evaluation tool and process.*
5. *Agree upon the Forms and Templates that will be included in the CBA as Addendum E*

The committee items listed above will be used in future years beginning in the 2025-2026 school year. Said committee work will be resolved and approved by both parties prior to April 30th, 2025.

C. Formal Evaluation Procedure:

The procedures for completing formal evaluations are as follows:

1. The staff member shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation and if they will be evaluated during that year. Beginning in the Fall of 2024, the administration will select at random which non-probationary staff members are evaluated and those that will not be evaluated until the following year.
2. Includes classroom observation in accordance with the following:
 - a. The school administrator responsible for the staff member’s performance evaluation shall conduct at least two (2) of the observations of not less than fifteen (15) consecutive minutes.
 - i. The first formal observation should occur prior to December 31 of the school year.
 - ii. Formal observations will be conducted at least 30 days apart.
 - iii. Observations will be scheduled at least one (1) week prior to the observation taking place, unless mutually agreed upon between the building administrator and staff member.
 - b. Must include a review of the lesson plan, State curriculum standard(s) being taught, and student engagement in the lesson that is observed.

3. Within ten (10) school days after each observation on which the evaluation is based, the staff member will be provided written feedback at a post-observation conference.
4. A copy of the year-end formal evaluation worksheet shall be provided to the staff member at the final evaluation meeting before the last day of school.
5. Each staff member shall sign the final evaluation worksheet upon the completion of the final evaluation meeting for the purpose of indicating thereon that the evaluation worksheet has been reviewed by the staff member and the evaluator. Signing the form in no way indicates agreement.
6. If the staff member disagrees with any part of the written evaluation, then s/he may submit, within ten (10) days, a written rebuttal that shall be attached to the evaluation and placed in his/her personnel file.

D. Evaluation Frequency:

1. Probationary staff members will be evaluated on an annual basis.
2. Non-probationary staff members with three (3) consecutive ratings of “effective” (including “highly effective” ratings from previous years) will be evaluated every other year. Beginning in the 2026-2027 school year, any non-probationary teacher that has been rated as highly effective or effective on the three most recent consecutive year-end evaluations shall be evaluated triennially (every third year with two non-evaluated years in between).

If the subsequent year-end rating is not “effective” on an evaluation, the staff member shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.

3. A staff member who does not receive a completed evaluation shall be deemed “effective.”

E. Additional Provisions–Individual Development Plans (IDPs):

1. All probationary staff members shall be given an IDP with specific performance goals that are developed with consultation and agreement by the staff member.
2. Non-probationary staff members receiving a “needing support” rating (including “minimally effective” or “ineffective” from previous years) on their most recent year-end evaluation shall be placed on an IDP with specific performance goals that are developed with consultation and agreement by the staff member.
3. A mentor shall be assigned to all staff members on an IDP.
4. For both probationary and non-probationary staff on an IDP, a mid-year progress report, supported with at least one (1) classroom observation conducted no later than December 31, will be used as a supplemental tool to gauge a staff member’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

F. Unevaluated Staff Members:

1. A staff member shall not be assigned an evaluation rating and shall be designated as “unevaluated” for a school year if any of the following apply to the staff member:

- a. The staff member worked less than 60 days in that school year.
 - b. The staff member's evaluation results were vacated through the grievance procedure.
 - c. There are extenuating circumstances and the staff member and the District agree to designate the staff member as "unevaluated" because of the extenuating circumstances.
2. A staff member who does not receive a completed evaluation shall be deemed "effective."

G. Grieving or Refuting an Evaluation:

1. Non-compliance with the law or failure of the district to follow the evaluation process as specifically outlined in this Agreement are subject to the grievance process as outlined in Article XVI.
2. Probationary staff members cannot advance past a Level 3 grievance on any evaluation matter and may only grieve evaluation issues as specifically listed in Article XX, section G, subsection 1 above.
3. A non-probationary staff member who is rated as "needing support" and desires to refute that rating shall use the following procedure:
 - a. The staff member may request a review meeting of the evaluation and the rating to the district's superintendent within ten (10) days after the staff member is informed of the rating, and a meeting with the superintendent shall be held no later than ten (10) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the staff member within ten (10) days after the meeting.
 - b. If the written response does not resolve the matter, the staff member or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - c. The request must be submitted in writing within ten (10) days after the staff member receives the written response from the superintendent.
 - d. Within ten (10) days of receipt of the request for mediation, the district shall provide a written response to the staff member and the Association confirming the mediation will be scheduled as appropriate.
4. A non-probationary staff member who receives two (2) consecutive ratings of "needing support" may request Binding Arbitration with the American Arbitration Association (AAA) within thirty (30) days after receiving the written response from the District. The arbitration shall be subject to the uniform arbitration act. The arbitrator must:
 - a. Be selected through the procedures administered by the AAA in accordance with its rules.
 - b. Have the authority to issue any appropriate remedy.

H. Evaluation Training:

1. By September 30th of each school year, the District shall provide training to all staff members on the evaluation system and important components thereof. This training is optional for all staff members who have previously completed this training. For employees starting after district training, training on the evaluation tool will take place in collaboration with administration and mentors. This training shall be provided prior

to the employee's first observation.

2. Only evaluators and observers who have completed training on the evaluation tool and rater reliability as per the law shall complete staff member evaluations.

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. Safety
- a. No teacher shall be required to expose himself/herself to conditions which may reasonably be hazardous to his/her personal safety or health.
- E. Student Discipline
- Subject to applicable laws and regulations.
- a. A teacher shall have the right to use physical force in conformance with Section 1307 (restraint and seclusion), 1307a-h (restraint and seclusion), and 1312 (corporal punishment) of the Revised School Code (or its successor provision) and the Employer's policies.
- b. Any physical assault on a teacher while performing their duties shall be promptly reported by the teacher to the Employer.
- c. A teacher has the right to receive reasonable support and assistance in maintaining control and discipline of students on the school premises.
- d. If it appears that a student requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Employer will take reasonable

steps which are not in violation of any rights of the student to assist the teacher with the successful management of that student.

- e. The Employer shall adopt a policy setting forth guidelines for the suspension or expulsion of students.
- f. The district will provide the bargaining unit employee with legal counsel, cover the costs of all legal fees, and advise he/she/them of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.
- g. 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 \$2500 per school fiscal year.
- h. 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. 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.

**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.

**SCHEDULE A
Salary Schedule**

2025-2026 Salary Schedule				
Step	BA	BA+18	MA	MA+18
1	43,714	44,807	46,993	48,632
2	45,353	46,446	48,632	50,272
3	46,993	48,085	50,272	51,911
4	48,632	49,726	51,911	53,551
5	50,272	51,365	53,551	55,190
6	51,911	53,004	55,190	56,829
7	53,551	54,643	56,829	58,468
8	55,190	56,283	58,468	60,108
9	56,829	57,922	60,108	61,747
10	58,468	59,561	61,747	63,386
11	60,108	61,200	63,386	65,025
12	61,747	62,840	65,025	66,665
13	63,386	64,479	66,665	68,304
14	65,025	66,118	68,304	69,943
15	66,665	67,757	69,943	71,582
16	68,304	69,397	71,582	73,222
17	69,943	71,036	73,222	74,861
18	71,582	72,675	74,861	76,500
19	73,222	74,314	76,500	78,139
20	74,861	75,954	78,139	79,779
21	76,500	77,593	79,779	81,418
22	78,139	79,232	81,418	83,058
23	79,779	80,871	83,058	84,697
24	81,418	82,512	84,697	86,337
25	83,058	84,151	86,337	87,976
26	84,670	85,763	87,949	89,588

2026-2027 Salary Schedule				
Step	BA	BA+18	MA	MA+18
1	45,463	46,600	48,873	50,578
2	47,167	48,304	50,578	52,282
3	48,873	50,009	52,282	53,987
4	50,578	51,715	53,987	55,693
5	52,282	53,419	55,693	57,397
6	53,987	55,124	57,397	59,102
7	55,693	56,828	59,102	60,806
8	57,397	58,534	60,806	62,512
9	59,102	60,239	62,512	64,217
10	60,806	61,943	64,217	65,921
11	62,512	63,648	65,921	67,626
12	64,217	65,354	67,626	69,332
13	65,921	67,058	69,332	71,036
14	67,626	68,763	71,036	72,741
15	69,332	70,467	72,741	74,445
16	71,036	72,173	74,445	76,151
17	72,741	73,878	76,151	77,856
18	74,445	75,582	77,856	79,560
19	76,151	77,287	79,560	81,265
20	77,856	78,992	81,265	82,971
21	79,560	80,697	82,971	84,675
22	81,265	82,402	84,675	86,380
23	82,971	84,106	86,380	88,084
24	84,675	85,812	88,084	89,790
25	86,380	87,517	89,790	91,495
26	88,056	89,193	91,467	93,171

SCHEDULE B – EXTRA DUTY SCALES

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%
HHS Committee Lead (X4)	\$1,000
HMS Committee Lead (X4)	\$1,000
HES Committee Lead (X4)	\$1,000
SES Committee Lead (X4)	\$1,000
Detention - Elementary (per/year per/volunteer)	\$125

Year 1	Step 1	
Year 4	Step 4	
Year 8	Step 8	
Year 11	Step 11	
Year 15	Step 15	Beginning 2026/2027

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%
Bowling – Varsity Co-ed Assistant	6.0%
Cheer - Varsity Competitive	10.0%
Cheer – J.V. Competitive	6.0%
Wrestling - Varsity	11.0%
Wrestling – Varsity Assistant	9.0%
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%

(Athletic Related Extra Duty Positions)	Percentage
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 (Step 1)
- Year 4 (Step 4)
- Year 8 (Step 8)
- Year 11 (Step 11)
- Year 15 (Step 15) Beginning 2026/2027

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
Quiz Bowl	4.0%
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%
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

Year 1 (Step 1)
 Year 4 (Step 4)
 Year 8 (Step 8)
 Year 11 (Step 11)
 Year 15 (Step 15) Beginning 2026/2027

SCHEDULE C – FRINGE BENEFITS

HEALTH INSURANCE

The Hopkins Board of Education agrees to make contributions at the maximum state allowable hard-cap contribution levels effective July 1st of each year, except:

1. If the district's fund balance is below 10% on the Board's most recent official state audit report, the Board is not obligated to contribute the maximum state allowable hard-cap contribution level, and the topic becomes fully negotiable as a mandatory subject of bargaining at that next negotiation period.

OR

2. The Association agrees to accept less than the maximum state allowable hard-cap contribution levels.

For 2025-2026, the Association agrees to accept less than the maximum state allowable hard-cap contribution levels in hopes to reserve a larger offset of contribution level in the upcoming bargaining year. The board's monthly contribution towards the cost of the health care plan for the 2025-2026 school year for full time employees will be as follows:

FULL FAMILY	\$1,785.35
TWO PARTY	\$1,376.30
SINGLE	\$656.13

Employees will be responsible for all health insurance costs over the monthly hard cap, or negotiated lesser amount, 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, or negotiated lesser, cap.

The open enrollment period for Health Insurance for the current contract year runs from the end of May till the end of June annually. "Qualifying Events" also trigger open enrollment periods for individuals or groups.

WMHIP Health Insurance Plans:

PPO Versatile 3 "Good Plan" In Network:

Annual Maximum \$2,500/\$5,000 (includes Deductible, Coinsurance and Copays)
\$250/\$500 deductible
10% coinsurance
\$20 Office Visit, \$20 Urgent Care, \$50 ER
\$10/\$40 Rx

PPO Select 8 "Better Plan" In Network:

Annual Maximum \$2,250/\$4,500 (includes Deductible, Coinsurance and Copays)
\$250/\$500 deductible
\$20 Office Visit, \$50 Urgent Care, \$50 ER
\$10/\$40 Rx

PPO Select 1 "Best Plan" In Network:

Annual Maximum \$2,250/\$4,500 (includes Deductible, Coinsurance and Copays)
\$250/\$500 deductible
\$5 Office Visit, \$50 Urgent Care, \$50 ER
\$10/\$40 Rx

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 (45) days prior to the expiration of the plan year.

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.

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.

DENTAL & VISION INSURANCE

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

Exam: 100% In network

Contacts: \$250 In network

Frames: \$130 In network

OTHER FRINGE BENEFITS

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 (45) 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.

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 for the above specified health insurance, only one (1) of said employees shall be eligible for health insurance coverage.

Teachers regularly employed part-time shall be entitled to receive insurance benefits on a pro-rated basis.

All eligible members shall be enrolled in the MESSA Ancillary Coverage (Dental, Vision, Life/AD&D, and Long-Term Disability).

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.

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 six (6) 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. If special building or district related events/assemblies are held during a teacher's regularly scheduled planning time, it is the district's position that the building principal, as the default, will schedule the necessary student coverage so that the teacher can take their planning as scheduled (i.e. Veterans' Day Assembly).
- 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.
- iv. Exemptions from Compensatory Time:
 Field Trips and district scheduled ½ days

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.

- v. No more than five (5) consecutive Personal Business Leave and/or Compensatory Time days may be used, including over a weekend and/or break period.

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

- The staff member has used less than six (6) 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

2024-2025 District Calendar

Teacher Days - Student Days
EX - 22-21

1/2 Day for students, Full Day for staff
No School for students - Full Day for staff
No school for students or staff
Parent Teacher Conferences

JULY						
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	31			

AUGUST						
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
6	4					

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		
23	23					

NOVEMBER						
S	M	T	W	T	F	S
						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
18	18					

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						
15	15					

HOPKINS PUBLIC SCHOOLS 2024-2025 DISTRICT CALENDAR

AUGUST

20-21 - Staff Only DPPD
26 - First Student Day (1/2 day for Students, 1/2 day PD for Staff)
30 - No School

SEPTEMBER

2 - Labor Day - No School

OCTOBER

22 - Elementary Parent/Teacher Conferences 4-7pm
24 - Elementary Parent/Teacher Conferences 4-6pm

NOVEMBER

1 - 1/2 day for Students, 1/2 day FLEX PD for Staff
14 - 1/2 day for Students, 1/2 day PD for Staff
15 - 1/2 day for Students, 1/2 day records for Staff
End of Trimester 1
27-29 Thanksgiving Break

DECEMBER

23-31 Winter Break

JANUARY

1-3 - Winter Break
20 - 1/2 day for Students, 1/2 day County-Wide PD

FEBRUARY

11 - Elementary Parent/Teacher Conferences 4-7pm
13 - Elementary Parent/Teacher Conferences 4-6pm
14 - 1/2 day for Students, 1/2 day FLEX PD for Staff
17 - Mid-Winter Break - No School

MARCH

6 - 1/2 day for Students, 1/2 day PD for Staff
7 - 1/2 day for Students, 1/2 day records for Staff
End of Trimester 2

APRIL

4-11 Spring Break

MAY

26 - Memorial Day - No School

JUNE

3 - 1/2 day for Students, 1/2 day records for Staff
4 - 1/2 day for Students, 1/2 day records for Staff
End of Trimester 3

HHS/HMS Parent Teacher Conferences
will be held the weeks of:
September 30
January 20
April 21

JANUARY						
S	M	T	W	T	F	S
						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					
21	21					

APRIL						
S	M	T	W	T	F	S
						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			
16	16					

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					
21	21					

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						
3	3					

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.

	T	S
Days	182	180

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.

Dismisses: 11:10 a.m.

Recess: 15 minutes

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: 170 full days (@385 min.) = 65,450 minutes =	1,090.83 hrs.
10 half (15 min. recess) half or partial days @205 min. per session = 2,050 minutes =	<u>34.17 hrs.</u>
TOTAL HOURS	1,125.00 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 _____
7th period _____ at the M.S. building only

Dismissal: 2:43 p.m.

Time teachers leave: 3:00 p.m.

TOTALS: Instructional time per day: 388 minutes

Instructional days: 170 full days (@388 min.) = 65,960 minutes =	1,099.33 hrs.
10 half @195 min. per session = 1,950 minutes =	<u>32.50 hrs.</u>
TOTAL HOURS	1,131.83 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
TUITION REIMBURSEMENT APPLICATION**

Date Recd. By Central Office _____

**HOPKINS PUBLIC SCHOOLS
Hopkins MI 49328
TUITION REIMBURSEMENT APPLICATION**

Directions: Effective for post-Bachelor's degree credit earned after July 1 of the current school year 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.

1. In order to be approved, post-bachelor 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.
2. 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.
3. The Superintendent shall inform the employee of the disposition of his/her application within ten (10) days.
4. In no case shall the tuition reimbursement exceed six (6) semester hours in any 5-year period.
5. Hopkins Public Schools will provide a pool amount of \$4,000 per academic year (July through June) for prorated tuition reimbursement.
6. 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.
7. Reimbursement shall not exceed Four Hundred dollars (\$400) per pre-approved post-Bachelor's degree credit hour.
8. Request for reimbursement must be made by May 31 of the current school year and payment will be made on the on last pay of June.
9. 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.
 - a. Pre-Approved Tuition Reimbursement Application (this form)
 - a. Proof of tuition costs paid by teacher
 - b. Copy of Grade Report

Employee Name: _____

Current Assignment (grade level and/or subjects): _____

Undergraduate college or university: _____

Undergraduate Major(s) and minor (s): _____

TUITION REIMBURSEMENT INFORMATION

Course Title: _____ Course ID No. _____

Accredited College or University: _____ Credits: _____

College or University Contact (give name): _____ Phone: _____

Date Course to begin: _____ Expected date of course work completion: _____

NOTE: If the course title is not self explanatory, please provide a brief statement explaining how the course of study is related to the teacher's assignment or possible future assignment.

Teacher signature: _____ Date: _____

Approved by: _____ Date: _____

Denied by: _____ Explanation: _____

For office use:						
Confirmed accreditation:	Y	N	DNA	Approved for reimbursement	Y	N
Proof of tuition costs paid by teacher:	Y	N		Approved by:	_____	
Copy of Grade Report	Y	N		Date reimbursement paid:	_____	
Date Grade Report reviewed and by whom:	_____			Check number:	_____	Total amt. paid: _____

Revised 7/1/2024

ADDENDUM E
HPS Evaluation Forms & Resources

(These forms and resources will be mutually finalized and developed during the 2024-2025 school year.
Thus, this addendum will be left blank until completed in the next bargaining season)

ADDENDUM F
HEA Grievance Form

Hopkins EA Grievance Form

**Days = days that school are in session, summer months days are Mon – Fri.*

Grievance Tracking Number *(year-#, Example: 2024-02):* _____

Level 1 Grievance documentation:

Name of Grievant (s)	Date Grievance Occurred	Date of Level 1 Meeting/Discussion (within 10 days* of occurrence)

Level 2 Grievance: To be completed by Grievant(s) & Association

- A. Relevant contract provisions: *(attach separate document)*
- B. Statement/Synopsis of grievance: *(attach separate document)*
- C. Relief requested: *(attach separate document)*

Signature of Grievant(s) _____ Signature of Association Rep. _____ Date Level 2 Filed
(within 7 days* of Level 1 meeting)

Date of Level 2 Meeting: (within 5 days* of Level 2 filing) _____

District's Response:

- Grievance Accepted
- Grievance Denied

D. Disposition of District at Level 2: (within 10 days* of Level 2 meeting)
(attach for the record)

E. Does the Association accept the disposition at Level 2? _____ Yes _____ No

Date of Application to Level 3: *(minimum of 5 days* prior to next BOE meeting)* _____
Initials _____

Date of Level 3 Board Meeting: _____ Presenter(s): _____

Does the Association accept the disposition at Level 3? _____ Yes _____ No

If no, date of filing with AAA to proceed to Level 4: _____
(within 10 days of Level 3 Disposition)* Initials _____

ADDENDUM G

**Hopkins Public Schools
and
Michigan Education Association/Hopkins Education Association**

Authorization Agreement for Payroll Deduction of Union Dues

I hereby authorize the Michigan Education Association (MEA), Hopkins Education Association (HEA), and Hopkins Public Schools (HPS) to coordinate payroll deductions for union dues. This authorization will also allow the MEA, HEA, and HPS to adjust entries to correct errors.

PLEASE PRINT

Employee's Full Name:	
Employee's Position:	

By my signature below, I indicate that I have read, understand, and agree to the terms of this Agreement and the provisions regarding Payroll Deduction of Dues for Association Members outlined in the 2025 Letter of Agreement and subsequent provisions in the later Collective Bargaining Agreements between HPS and HEA. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year. I understand that my authorization is considered a full school year commitment, less extenuating circumstances. I understand that I should provide written notice of this withdrawal to all involved parties—the MEA, HEA, and HPS—giving them a minimum of ten (10) days to process the changes prior to the next pay date. I understand that I can start/restart/and make changes to my dues deductions, however, those must be completed and submitted no later than August 25th to Hopkins Central Office via a new Authorization Form.

I understand and authorize HPS to make needed adjusts of dues withholding if the MEA/HEA provides the District of such notice. I also understand that the amount deducted may vary dependent upon many factors including, but not limited to, changes in applicable dues assessments, errors, salary/wages earned, and bargaining agreement changes/updates.

MEA, HEA, and the undersigned employee hereby undertakes to indemnify and hold HPS and its employees harmless from all claims, demands, suits or other forms of liability that may arise for or on account of any deductions made from the wages of such employees or for any action taken to comply with dues deductions as outlined in the 2025 Letter of Agreement and subsequent provisions in the later Collective Bargaining Agreements between HPS and HEA.

EMPLOYEE SIGNATURE REQUIRED FOR PAYROLL DEDUCTION

<input type="text"/>	TODAY'S DATE: ____/____/____
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Note: Dues are traditionally deducted over a 10-month period annually (September-June). Typically dues are deducted by HPS out of each pay period/bi-weekly, as evenly as possible, during those 10 months (avoiding July and August). Those dues are then remitted monthly from HPS to the MEA on the employee's behalf.

This Form is due no later than August 25th of each year.