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This **AGREEMENT**, entered into on the 8th day of February, 2022, between Independent School District No. 270, hereinafter called the Employer, and the Hopkins Education Association, hereinafter called the Association (HEA), has, as its basic objective, the provision of a quality education to the students of Independent School District No. 270.

ARTICLE I. PREAMBLE: DEFINITIONS

- A. The Association and the Employer agree that the purpose for entering into this Agreement is to establish the foundation for a harmonious and effective relationship; provide for a means to resolve disputes concerning the application or interpretation of this Agreement; specify the full and complete understanding of the parties; and place in written form the agreed-upon terms and conditions of employment for the duration of this Agreement.
- B. The Association and the Employer concur that, because of the professional nature of teaching duties, Teachers accept the responsibility for outside preparation, study, and research to enable the teacher to meet the standards of the teaching profession.
- C. Definitions
1. "Employer" shall mean the School Board of Independent School District No. 270 or its designee.
 2. "School Board" shall mean the School Board of Independent School District No. 270 or its designee.
 3. "Association" shall mean the Hopkins Education Association (HEA).
 4. "Superintendent" shall mean the Superintendent of Schools or designee.
 5. "Teacher" shall mean all personnel contracted to positions included within the appropriate unit as specified in Article II(B).
 6. "Principal" shall mean the building's Principal or the Teacher's designated supervisor or designee.
 7. "Director" shall mean the Director of Special Services; Director of Innovation, Design, and Learning; Assistant Superintendent; or their respective, administrative designees.
 8. "Education Minnesota" shall mean the parent organization of the Hopkins Education Association.
 9. "Base pay" shall mean the pay determined by a Teacher's position on the Base-Compensation Chart in Appendix A. It does not include the career differentials, stipends, or extra-duty pay.
 10. "Daily pay" (also daily compensation, per diem, daily rate) shall mean the portion of the total compensation as it relates to the number of contracted days. It does include the daily portion of the career differentials and

overages (more than 1.0 FTE), but it does not include extra-duty pay or other stipends.

11. PELSB = Public Employees' Licensing and Standards' Board

ARTICLE II. APPROPRIATE UNIT

- A. The Employer recognizes the Association as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all Teachers required to be licensed by the Licensing and Standards' Board (PELSB) and employed in the positions enumerated in Article II(B) excluding:
- Supervisory personnel as defined by Minn. Stat. Section 179A.03, subd.17;
 - Administrative personnel defined as those employees who perform duties of an administrative, managerial, or office nature, and shall not include those positions set forth in Article II(B);
 - Confidential personnel as defined by Minn. Stat. Section 179A.03, subd.4;
 - Principals and assistant Principals as defined by Minn. Stat. Section 179A.03, subd. 12;
- B. Positions included within the Teachers' appropriate unit are all licensed Teachers as defined in statute except those hired and employed as administrators.

"Teacher" shall include those substitute teachers hired to replace an absent Teacher, provided said absent Teacher, at the time of absence, is a public employee, and provided further, the substitute teacher is employed for more than thirty (30) working days as a replacement for the absent Teacher.

- C. In the event there is a dispute as to whether a particular teaching position is to be included or excluded from the Teachers' appropriate unit, either party to this Agreement may institute proceedings before the Bureau of Mediation Services pursuant to the provisions of Minn. Stat. Chapter 179A.

ARTICLE III. SCHOOL BOARD'S RIGHTS

- A. Except as limited by a provision of this Agreement, the Employer shall have the right to take any action it deems appropriate in the management of the school and the direction of the work force. The Employer reserves the right to do the following: reprimand or otherwise discipline Teachers; hire, promote, transfer, and assign Teachers to work; maintain the efficiency of employees; close down school buildings or any part thereof; expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service; control and regulate the use of equipment and other property of the Employer; determine the number, location, and operation of schools, divisions, and departments thereof; determine the assignment of work and the size and composition of the work force; make or change rules, policies, or practices not in conflict with the provisions of this Agreement; introduce new or improved research, development, maintenance, service methods, or materials and otherwise generally manage the School District

and direct the Teachers, except as the same may be modified or restricted by provisions of this Agreement.

B. The Association recognizes that all Teachers covered by this Agreement shall perform lawful services prescribed by the Employer and shall be governed by the laws of the State of Minnesota and by the School Board's rules, regulations, directives, and orders issued by properly designated officials of the School Board; and the Association also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the School Board, insofar as such rules, regulations, directives, and orders do not conflict with the terms of the Agreement.

C. Reservation of Management Rights

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other statutory and inherent management rights and management functions. All management rights and management functions not delegated in this Agreement are reserved to the Employer. The Employer's non exercise of any function hereby reserved to it, or its exercising any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE IV. ASSOCIATION'S RIGHTS

A. The Employer shall not interfere with the rights of Teachers to join or participate in the Association. The Association shall not interfere with the right of Teachers to refrain from joining or participating in the Association.

B. The Employer shall deduct from wages the yearly dues or other special deductions of the National Education Association (NEA), Education Minnesota (EM), the American Federation of Teachers (AFT), and the Hopkins Education Association (HEA). The deduction of such dues and the proceeds thereof shall be waived in the event the Association loses the right to dues deduction pursuant to the Public Labor Relations Act of 1971, as amended (PELRA).

1. Deductions shall be made by payroll deduction from October 30 through May 30.

2. The total amount of yearly dues, other special deductions, and the amount to be deducted shall be specified by the Teacher serving as the membership chair for the HEA.

C. Association's dues and other special deductions, deducted in accordance with Article IV (B), shall be remitted by the Employer to the Association each pay period a deduction is taken.

- D. The Association shall indemnify and hold the Employer harmless against any and all claims, judgments, or orders issued against the Employer, members of PELSB, or agents of the Employer arising from the administration of Sections (B) and (C) of this Article.
- E. The Association shall have the right to appoint buildings' representatives at buildings where Teachers, covered by this Agreement, are assigned. The Association shall notify the Assistant Superintendent, in writing, of the names of the buildings' representatives and of successors, when so appointed.
- F. Education Minnesota's field representative for the Association shall have the right to enter the facilities of the Employer at reasonable times to administer this Agreement, provided, however, that the activities of Education Minnesota's field representative shall not interfere with or interrupt the duties or responsibilities of the Employer or the Teachers. Upon entering the facilities, Education Minnesota's field representative shall notify the Principal of the representative's presence.
- G. The Association shall have the right to request the use of the facilities and equipment of the Employer at reasonable times when such facilities and equipment are not in use. The Employer shall establish a list of charges for the cost of using the equipment or facilities where such use results in an additional cost to the Employer.
- H. The Employer shall allow the Association reasonable use of the Employer's mail service, including electronic mail, and the Teachers' mailboxes for communication with its members.
- I. The Employer agrees to deduct, from Teachers' salaries, payments to the West Metro Schools Credit Union pursuant to the Teacher's written authorization for such deductions.
- J. Association's Business
1. The Association may use up to a maximum of thirty-five (35) duty days per year to conduct business necessary to the Association. Days may be taken upon two (2) calendar-day notification to the Superintendent, provided that the absence from duty will not interrupt the educational program, and provided that no more than six (6) Teachers per building shall be absent on any one (1) duty day. Said notice to the Superintendent shall be issued by the Association's president. Teachers conducting approved, Association's business shall receive their daily rate for the duty days of absence. The Association shall reimburse the Employer the daily cost of a substitute Teacher for each duty day used for Association's business.
 2. A maximum of four (4) Teachers may be absent from duty to attend meetings scheduled by the Bureau of Mediation Services. Such absences

shall not be deducted from the Association's duty days established by Subsection K (1) of this Article. The Association shall reimburse the Employer the daily cost of a substitute Teacher for each duty day of absence.

K. Personnel Files

A Teacher's personnel file shall be available to the Teacher for review upon request to the Assistant Superintendent or designee. Upon receipt of such a request, the Assistant Superintendent or designee shall schedule an appointment at a mutually convenient time. A representative of the Association may, at the Teacher's request, accompany the Teacher or Teachers to the appointment. No material, which is detrimental to the Teacher, may remain in the Teacher's personnel file unless the Teacher received notice that the material was placed therein. The Teacher shall have the right to file a written reply to such material. The provisions of this section shall not be considered to restrict a Teacher's rights as established by Minn. Stat. 122A.40, subd. 19.

L. Notification

1. The Employer shall send written notification to the Association of any contracted Teacher(s) hired during the year.
 - a. Upon request, the Employer shall provide an updated list as described in M.1.
2. The employer shall provide assignment status forms for any newly hired Teachers and Teachers leaving for or returning from leaves of absence and recognizes the need for timely notification.

ARTICLE V. COMPENSATION

A. Base Pay, Career Differentials, Extra-Duty Pay

1. The yearly salary for full-time Teachers shall be established by Appendix A, attached hereto, and incorporated herein.
2. Any Teacher granted an extended-assignment contract shall be compensated with prorated salary.
3. The yearly stipend for Teachers' career differentials shall be established by Appendix B, attached hereto, and incorporated herein.
4. Extra-duty salaries shall be established by Appendix C, attached hereto and incorporated herein.

B. Less-Than-Full-Time Duty Day or Duty Year

Teachers employed for less than a full-time duty day shall be compensated at a prorated salary and shall earn prorated benefits as set forth in Articles VII, VIII, XI and XIII. Teachers employed for less than a full-time duty year shall be compensated at a prorated salary which shall include career differentials if applicable.

C. More-Than-Full-Time Duty Year

Teachers who are employed pursuant to a Teacher's individual contract in excess of the normal duty year shall be compensated on a per-diem, prorated basis according to the Teacher's individual contract.

D. Assignments Greater Than 1.0 FTE:

Teachers will be compensated for the amount above 1.0 FTE according to their base pay.

E. Additional Duty Days

Teachers who are granted additional duty days in excess of the normal duty year shall be compensated on a per-diem, prorated basis according to the Teacher's position on the Base-Compensation Chart.

F. Status of Individual Contract

The Base-Compensation Chart attached hereto and made a part hereof as Appendix A shall not be construed as part of the Teacher's individual contract.

G. Teacher's Placement

A Teacher's status (education and experience) as of the beginning of the duty year shall determine the Teacher's placement on the Base-Compensation Chart for that duty year.

H. Educational Increments

(For 2021-2023, This section is replaced by the Micro-Credential MOU)

~~Teachers shall advance on the Base-Compensation Chart based on the satisfactory completion of credits earned after the completion of the Bachelor's Degree and licensure by PELSB, provided that said credits have been **approved in advance** of commencement of such course work. *(live link here)*~~

Note: All references in this section are to quarter credits. Unless otherwise stated on the college transcript, semester credits will be converted to 1.5 quarter credits for the District's purposes.

- ~~1. From BA through MA, a minimum of 6 college credits will be required for any educational increment. A maximum of 12 undergraduate credits may be used when moving from the B.A. through the B.A. + 60 lanes.~~
- ~~2. From M.A. through M.A. + 60, any number of undergraduate credits may be used. A minimum of 6 college credits will be required for any educational increment.~~
- ~~3. Institutes, fellowships, internships, externships, and foreign study programs, approved by the Superintendent, shall be accepted for incremental credit, provided that said approval is obtained prior to the commencement of the program of study.~~
- ~~4. A Teacher having earned an M.A. plus sixty (60) additional credits must file a copy of the Teacher's specialist or doctorate program with the Superintendent for approval. No further educational increments will be given a Teacher failing to file such programs.~~
- ~~5. Teachers on the Base Compensation Chart position of B.A. +60, M.A. +60, Specialist, and Doctorate shall be compensated for the actual cost, up to 600 dollars per semester credit, for all approved credits earned. Credits compensated under this provision shall not be used to qualify for incremental advancement (M.A., Specialist, or Doctorate lanes) as provided by the Base Compensation Chart.~~
- ~~6. A Teacher on the B.A. +60 position of the Base Compensation Chart shall be ineligible for further incremental advancement until such time as the Teacher earns a master's degree. In addition, no educational increment will be granted for individuals moving from the B.A. + 60 to an M.A.~~
- ~~7. All graduate courses, undergraduate courses, in-service training, or educational programs, for which increment credit is being given, shall, in all cases, be subject to the approval of the Superintendent as provided in Article V (H).~~
- ~~8. Incremental advancement on the Base Compensation Chart will be credited as soon as practicable after proper notification, to be effective the pay period following such notification.~~
- ~~9. A Teacher desiring to receive educational increment advancement shall file, in advance of course work, the appropriate approval form, receive approval of the request, and successfully complete all course work. Graduate course work for salary credit must be in an area that is or will be used by the Teacher in instruction or in an area that meets the present or future needs of the Employer as determined by the Superintendent in his or her sole discretion. It is the Teacher's responsibility to file an application with the Assistant Superintendent or designee for any change in salary status.~~

10. ~~Teachers qualifying for incremental advancement shall have the responsibility to provide evidence to the Assistant Superintendent of the satisfactory completion of approved educational credits. Satisfactory completion shall mean receipt of a grade of A, B, C, or pass. Evidence of satisfactory completion shall mean a letter from the instructor or a transcript. No increased compensation based on incremental advancement shall be effective until the Teacher provides evidence that the approved, educational credits have been satisfactorily completed.~~

I. Career Differentials

1. All Teachers shall be eligible for a career differential on the basis of the qualifications as scheduled below. Career differentials shall be paid in addition to Appendix A of the Master Agreement.
 - a. Career differentials are based on credited years of experience in the District.
 - b. Career differentials are paid *after* the 15th year of credited experience in the District.
2. Career differentials shall be paid during the year on an integrated basis with base pay.
3. Career differentials will be paid as established by Appendix B.

J. Experiential Increments

Teachers shall be advanced one (1) experiential increment on the Base-Compensation Chart effective the beginning of each normal duty year and subject to the following provisions:

1. The Employer shall have the right to withhold experience-increment advancement for cause.
2. In the event the Employer withholds an experience-increment advancement, as provided by Article V (J) (1), and the cause is corrected, the Teacher will become eligible for the following year's experiential increment.
3. For purposes of qualification for experiential advancement on the Base-Compensation Chart, a full duty year shall be defined as ninety-two (92) duty days or one full semester during a duty year

K. Previous Experience

At the discretion of the Superintendent, and with the approval of the School Board, Teachers with valid, professional experience may be given experience-increment credit to a maximum of the Teacher's experience. Teachers having previous teaching experience with the Employer shall be credited with the amount of unused sick leave the Teacher had at the time of separation from the previous employment.

L. Paydays

1. Payment Options

A Teacher's annual salary shall be paid in either (a) twenty (20) equal, bimonthly payments or in (b) twenty (20) payments, the first nineteen (19) representing one twenty-fourth (1/24th) of the annual salary, and the final, twentieth (20th) payment, representing the balance of the annual salary. The final payment shall be made on or near the June 15th or June 30th payroll, whichever date immediately follows the end of the duty year under either option. Teachers may elect either option at the time of signing the initial contract. Any subsequent change in option shall not be effective unless initiated by the Teacher on or before July 1st of each duty year. Payment shall be made on the fifteenth (15th) and thirtieth (30th) day of the month. The first pay date of each duty year shall be the thirtieth of August, unless the Teacher's first duty day is after August 30th, in which event the first pay date shall be the first duty day. Teachers assigned to a 12-month contract will be paid in 24 equal payments.

2. Extra-Duty-Assignment Payments

Extra-duty assignments shall be paid in accordance with Appendix C.

M. In-Service Training

The in-service program shall consist of higher education or Board-sponsored courses recommended by the Superintendent. All in-service programs shall be organized under the auspices of the Board and offered outside of the regular duty day. In-service programs will be offered either as required programs or as optional, enrichment programs.

1. Teachers enrolling in in-service programs defined in Article V (M) shall assume the cost of tuition, fees, and necessary supplies, except as may be applied for and approved for funding by staff-development committees.

2. Fees or tuition costs for district-sponsored, in-service programs may be shared between sites' and District's staff-development funds, when so announced and approved at the site level.

3. Optional, In-Service Programs

The district will offer either credit and/or hourly compensation for optional, in-service programs.

- a. Hourly compensation shall be \$20.00 per hour of attendance.
- b. Teachers offered credit may use up to a maximum of nine (9) in-service credits in each fifteen (15)- hour educational lane.
- c. Under no circumstances will optional, in-service credits, for which hourly compensation was received, be considered for educational-increment advancement.
- d. Educational-increment advancement for approved, in-service programs shall be implemented as provided by Article V (H).
- e. Teachers enrolling in optional, in-service programs shall be required to attend all in-service classes unless excused by the instructor. Credit or compensation will not be given if attendance, for whatever reason, is below eighty (80) percent.

4. Required, In-Service Programs

Employer-required, in-service programs shall be recommended and administered by the Superintendent and approved by the School Board. Teachers shall be required to attend in-service programs designed to meet a need of the District unless excused by the Director of Innovation, Design, and Learning or designee. For required, in-service programs scheduled outside the regular duty day, Teachers shall be paid \$40.00 per hour of attendance or receive educational-increment credit as provided by Article V (H). Prior to scheduling in-service training outside of the normal duty day, the Employer will first notify the Association and give the Association the opportunity to bargain concerning such schedule.

5. The District shall maintain permanent records for Teachers participating in in-service programs. The records shall contain the courses completed by a Teacher, the title of the course, the Teacher's attendance, the record of credits, and the compensation.

ARTICLE VI. DUTY HOURS

A. Normal Duty Day

The normal duty day shall be eight (8) consecutive hours, including a 30-minute, duty-free lunch period, which will include suitable passing time on both ends.

1. The scheduled duty day for Teachers shall be established and posted at each building or duty area by the Principal or the Director and shall be given to the president of HEA.
2. During the normal duty day, a Teacher may be assigned to classroom or out-of-classroom responsibilities by the Principal or the Director.

B. Additional Classroom Instructional Assignments

1. Full-time Teachers assigned for classroom instruction in excess of an average of twenty-five (25) hours per week in a junior or senior high school and twenty-seven and one-half (27 1/2) hours per week in an elementary school, calculated over the duty year, shall be paid for such assignment in accordance with Appendix C (B)(1)(e).
2. Part-time Teachers, who are assigned for classroom instruction in excess of the contracted duty day shall be paid for such assignment in accordance with Appendix C (B)(1)(e).
3. For the purpose of Article VI (B) (1) and (2), classroom instruction shall not include teachers' preparation periods, conference time, resource-center time, team-teacher meetings, and like assignments.

C. Additional Responsibilities

Teachers may be assigned responsibilities during a preparation period and/or outside of the duty day up to a maximum of sixteen (**16**) hours per duty year (or a pro-rata portion if employed part time) by the Principal, the Director, or the Superintendent for activities such as the following:

1. evening activities, such as P.T.O., open house, or orientation meetings.
2. Teachers' meetings scheduled by the administration.
3. curriculum, staff planning, and committee meetings.
4. IEP meetings

Teachers assigned responsibilities over sixteen (16) hours per duty year, pursuant to the provisions of this paragraph, shall be paid \$40.00 per hour.

D. Evening Responsibilities

The HEA and District agree that no new evening activities will be **required** for staff to attend at buildings, unless the activity replaces an existing evening activity. Evening responsibilities include the following:

- (1) Open house
- (2) Curriculum evenings, including kindergarten round-ups
- (3) Conferences
- (4) Family nights

Buildings may use up to 6 evenings out for required, all-building activities.

E. School Closing

1. In the event the Superintendent closes District's schools for (1) duty day during a duty year, the Employer shall not deduct daily pay when the schools are officially closed. In the event of such a closing, Teachers shall report to their duty areas at such time as the emergency condition permits.
2. In the event that the schools are officially closed by the Superintendent for more than one (1) duty day during a duty year, the Employer shall meet and confer with the Association concerning the rescheduling of the duty days lost due to the closing.

F. Normal Duty Year

The HEA and District recognize that there are three main objectives pertaining to the development of the school-year's calendar. The first one is to meet State's Statutes. The second is to provide healthy breaks for staff and students (two weeks at winter break and one week at spring break). The third is the School Board would like the school year end reasonably early in June (i.e. families can participate in summer programs). To allow flexibility to accomplish these three goals, the normal duty year shall be 185 duty days for teachers, except for new teachers as defined in the Memorandum of Understanding (MOU) for the mentorship program. The maximum number of student-instructional days shall be 176. The decision of the number of days shall be left to the School Board. The remaining days shall be preparation, workshops, or conferences. It is also recognized that half-day, early-release, conference days are to be counted as student-contact days. The calendar committee will create calendars in a two-year cycle during non-contract-negotiation years.

G. Calendar

The HEA and the District agree that it will be the primary responsibility of the Assistant Superintendent and HEA's President or designee to create calendar recommendations for consideration by HEA's leadership and the School Board. The recommendations will be brought to larger committees for further review. The committees will serve as representative groups of individuals who are familiar with the scheduling, contractual, and educational obligations that drive the calendar's possibilities. The membership of the committees will be determined by the Assistant Superintendent and the President of the Hopkins Education Association.

H. Workshop Week

Each workshop week will consist of a minimum of five (5) working days, three (3) of which will be devoted solely to teachers working independently in their rooms, and the remainder of which may be devoted to District's and sites' work.

The preferred arrangement for the days would be that the first two days of the workshop week consist of the District's and sites' work. It is recognized, however, that individual sites might wish to make arrangements that still preserve the amount of daily time but arrange that time in a different manner.

When the District desires to schedule a day other than the first or second day, the Administration will meet with HEA's President to discuss the need for such a change and seek mutual approval of the change to the workshop week.

When a site wishes to arrange the time in a different manner, the site must first demonstrate that a majority of HEA's members support the change. Such support shall be demonstrated in a site's vote that requires a majority of those voting to approve the schedule change. This vote and the proposed change will be brought forth to the Assistant Superintendent and HEA's President for final consideration, prior to making the change. The deadline for submission for any changes will be May 15th, unless extenuating circumstances necessitate special consideration. Approval for the change rests with the Assistant Superintendent and HEA's President.

Any change to the workshop week schedule should ideally be communicated prior to the end of the present school year.

I. Preparation Time

Annually, each site will schedule the daily teaching and duty time of all Teachers in such a manner as to do the following:

1. ensure an equitable distribution of working loads and preparation time

2. provide each 1.0 FTE Elementary Teacher with a minimum of three hundred (300) minutes of preparation time per week during the students' day, with preference being given to creating one (1), sixty (60) minute block or two (2), thirty (30) minute blocks each day. The parties agree that while this is a desired schedule, it is not always possible to create. Thus, flexibility will be given to the thirty (30) minute blocks, and a minimum of twenty (20) minutes will be established for a block of time, should thirty (30) minutes not be attainable. Further, the parties agree that the preparation time includes taking students to and from locations, should that be necessary for supervision. If an Elementary Teacher has multiple blocks for preparation time, the travel time to and from will not be counted as preparation time.
3. provide each Secondary Teacher with an amount of uninterrupted preparation time that is equivalent to, at a minimum, of three hundred (300) minutes in a full week. This shall not be less than sixty (60) minutes each day for a full-time Teacher.

Schedules shall be communicated, in writing, to the Superintendent and HEA's President. In the event a site is unable to reach agreement, the site may request assistance in problem solving or submit the issue to a committee of six (6) members who shall convene on a needs' basis to formulate recommendations. The committee shall be comprised of three (3) representatives of the HEA and three (3) representatives of the Employer, one (1) of whom will be the Superintendent of Schools, or designee, who will function as committee's chairperson.

J. Conference Time Outside Duty Day

Conference time scheduled outside of the duty day will match the amount of compensatory time provided. Compensatory time is defined as time away from any expectation of on-duty activities.

K. Elementary Meeting Time:

The number of required morning meetings will not exceed five (5), forty-five (45)-minute staff/committee meetings in a one (1)-month period of time. Exceptions include emergency circumstances, student-parent meetings with the Teacher, IEP conferences, or meetings similar in nature. A required meeting will be a meeting that is designed to disseminate, review, or seek information that is related to District's or site's strategic or equity initiatives.

ARTICLE VII. PAID ABSENCES

A. Absences from Duty

1. A Teacher not reporting for an assigned duty day shall notify the

building's Principal or designated representative. Such notice shall be given prior to the start of the duty day and shall include the reason(s) for the absence.

2. A Teacher failing to notify the building's Principal or other designated representative of a duty-day absence may have his/her compensation reduced by one (1) day's pay.

B. Sick Leave

An annual sick-leave allowance of twelve (12) days (or thirteen (13) days if teaching extended-year (HAP) summer school) shall be granted at the start of each duty year to all Teachers. Said sick leave may be used immediately at the start of each duty year. Teachers on leave of absence shall not be granted sick leave unless otherwise specified. Teachers employed for less than a normal duty year shall be granted one (1) day of sick leave for each fifteen (15) duty days of employment. Teachers who terminate their employment prior to the completion of their normal duty year shall reimburse the Employer for sick leave used in excess of one (1) day per fifteen (15) duty days of employment. The foregoing provision shall not apply to termination of employment caused by (1) death of the Teacher or (2) resignation of a Teacher because of disability.

1. Accumulation

Unused sick leave shall accumulate to an unlimited amount.

2. Request Procedure

Teachers requesting sick leave shall use the District's substitute system to (a) notify their Principal a reasonable time prior to the absence, (b) give a reason for the requested leave, and (c) indicate their deduct option. Teachers failing to give such notice shall be subject to a full salary deduction. Teachers who are granted sick leave shall be paid their daily compensation for each day of sick leave. Teachers who have exhausted accumulated sick leave shall not receive their daily compensation, except as provided in Disaster Leave, Article VII (B) (4). The Employer may require a Teacher to furnish a medical certificate from a qualified physician evidencing illness and indicating such absence was due to illness in order to qualify for sick-leave pay. However, the final determination as to a Teacher's eligibility for sick leave is reserved to the Employer.

3. Use of Sick Leave

Sick leave is made available as a protection against the loss of income due to personal illness, disability, or the discharge of family responsibilities. Credited sick leave may be used for the following reasons:

a. Personal Disability
Sick leave may be used for personal illness, accident, or medical disability.

b. Family Illness or Death

1) Teachers may use accumulated sick leave to provide care for dependent children as per State's Statute or federal law.

2) Teachers may use the statutory minimum hours to provide necessary care due to serious illness or injury to a member of the Teacher's immediate family, as defined by [State's Statute](#). The parties recognize that special relationships may exist in blended families or other such relationships. In such situations, Teachers should request special consideration for a leave and specify the special circumstances to be considered for approval by the Principal and the Assistant Superintendent.

3) Teachers may be absent from duty to attend local funerals when such absence is approved by the Principal, provided that proper arrangements and preparations can be made to replace the absent Teacher without the necessity of hiring a substitute.

4) Teachers may be absent from duty up to five (5) days when necessary to attend the funeral of a relative or friend.

c. Workers' Compensation Supplement

Teachers who are eligible for workers' compensation benefits shall have the right to use accumulated sick leave in an amount necessary to equal the Teacher's daily compensation.

4. Disaster

Additional, sick-leave benefits shall be granted to any Teacher who has exhausted accumulated, sick-leave benefits if such Teacher has been continuously disabled and unable to teach for a period of twenty-five (25) or more consecutive duty days, as certified by a physician. Additional, sick-leave benefits shall also be granted for a subsequent absence during the same duty year if such absence is due to the same medical condition. Such additional, sick-leave benefits shall commence upon completion of the twenty-five (25) duty-day waiting period. Additional, sick-leave benefits shall continue only for the period during which the Teacher remains continuously disabled and unable to teach. Benefits shall cease on the sixty-first (61st) duty day of disability or at the time of qualification for LTD, whichever happens first.

C. Assault-Battery Leave

A Teacher rendered unable to perform teaching duties and responsibilities, either physically or emotionally, because of an injury, which occurs during the duty day as a result of work-related, assault-battery action shall be entitled to the Teacher's per-diem income without sick-leave deduction to a maximum of thirty (30) duty days.

D. Personal Leave

Each year, Teachers will be granted two (2) personal-leave days. Personal days are provided for use to manage religious holidays or other personal business that cannot be otherwise managed outside the duty days. Unused personal-leave days may carry over into the following year to a maximum accumulation of five (5) for any given year. Personal leave may be used at any time during the year. Personal leave may not be used for work for another employer. Teachers are encouraged to contact their supervisor and/or the Assistant Superintendent in the event of unusual situations.

Additional personal leave may be granted at the discretion of the Assistant Superintendent.

Requests for personal leave must be submitted to the Supervisor at least three (3) duty days in advance of the commencement of the requested leave, except in cases of extreme emergency and must be approved by the Assistant Superintendent or designee. No more than ten percent (10%) of the Teachers in any one building will be granted personal leave for the same day. The ten-percent (10%) limitation shall not restrict such personal-leave allowance to fewer than three (3) Teachers in any single building. On days immediately preceding or following scheduled breaks (MEA, Thanksgiving, winter break, spring break, Memorial Day), a maximum of 5% of the FTEs in any building/site may be absent on personal leave, and no Teacher may schedule the same time away from work in consecutive years.

E. Professional Leave

1. Professional Visitation

Teachers may, upon application and subject to the approval of the Principal, be granted one (1) day of leave per duty year without loss of daily compensation for the purpose of professional visitation. A written report of the professional visitation shall be given to the Teacher's Principal, if requested.

2. Professional Conferences

- a. Teachers assigned by the Employer to attend professional conferences shall suffer no loss of the daily compensation for the duty days of absence and shall be reimbursed for necessary expenses.
- b. Teachers may request to be absent from their teaching duties and responsibilities to attend professional conferences. Such conferences must be of a professional nature. Requests to attend such conferences must be made, in writing, by the Teacher and approved by the appropriate Principal or Director. Compensation for the duty days of absence and expenses arising from attendance at such conferences may be approved by the Principal or Director as follows:
 - 1) The Teacher shall suffer no loss in his/her daily compensation for the duty days of absence, and the Teacher shall be reimbursed for expenses in accordance with Board's policy;
 - or
 - 2) The Teacher shall suffer no loss in his/her daily compensation for the duty days of absence, and the Teacher shall pay all expenses.
- c. Teachers attending professional conferences, as established by Article VII (E) (1) and (2), shall submit a written report of the conference to the appropriate Principal or Director, if requested.

F. Jury Duty—Witness's Compensation

1. Teachers required to serve on jury duty shall be considered to be on jury duty for the period of time service is required of such jury and shall suffer no loss in pay.
2. Upon completion of jury duty, a Teacher shall present evidence of associated payment. The payment for service on a duty day, excluding travel and reasonable meal expense, shall be remitted to the Employer by personal check.
3. If the Employer subpoenas a Teacher to be a witness for the Employer in an administrative or judicial proceeding, the Teacher will suffer no loss in pay.

G. Religious-Observance Leave

Up to three (3) days of leave may be granted to a Teacher for religious observance. Such days must be recognized religious holidays and shall not be granted where personal options exist that would eliminate the need for the Teacher to be absent from duty. A Teacher who has been granted religious-observance leave shall do one of the following: (1) make up the time of the leave of absence by arranging such make-up time with the Principal/Supervisor, or (2) use personal leave in accordance with Article VII (D). A religious-observance-leave request must be submitted to the appropriate Principal/Supervisor for approval at least five (5) days prior to such requested absence.

H. Internship

The School District may grant an internship leave of absence. Salary and benefits for such leaves shall be agreed upon by the Hopkins School District and the district of internship. The combination of salary and fringe benefits shall not exceed the amount the Teacher otherwise would receive as a full-time Teacher in the Hopkins School District.

ARTICLE VIII. UNPAID LEAVES

A. Child-Care Leave

Note: A leave for childbirth is not contained in the Agreement either under paid or unpaid leaves. Such absence is covered by the “Family Medical Leave Act” (FMLA). The period the birth mother must be absent from duty is considered the period of “disability” for the mother. During that time of disability, the birth mother may use accumulated sick days. For further details please refer to FMLA, a copy of which can be found on the [ISD270 website](#).

1. A child-care leave may be granted by the Employer subject to the provisions of this section. Child-care leave may be granted because of the need to prepare for and provide parental care for a child or children of the Teacher for an extended period of time.
2. Application for child-care leave shall be submitted, in writing, to the Assistant Superintendent at least four (4) calendar months before commencement of the intended leave. The parties recognize that adoption and catastrophic illness of a child may, on occasion, preclude four (4) months’ notice. In such an event, the parties shall act reasonably.
3. The Employer may adjust the proposed beginning date of a child-care leave so that the date of the leave coincides with some natural break in the school year, such as winter vacation, spring vacation, semester break, quarter break, end of a grading period, or end of the school year. The beginning date of a child-care leave may also be a date mutually agreed

upon by the Teacher and the Employer. The ending date of a child-care leave shall coincide with the first duty day of the school year, the first duty day following winter vacation, the beginning of the second semester, or any other time mutually agreeable to the Teacher and the Employer.

4. In making a determination concerning the commencement and duration of a child-care leave, the Employer shall not, in any event, be required to do any of the following:
 - a. grant any leave more than fifteen (15) months in duration.
 - b. accept the Teacher's return to employment prior to the date designated in the request for child-care leave, unless the Teacher and the Employer mutually agree to a return date.
5. A Teacher returning from child-care leave shall be reemployed in the position which the Teacher held prior to taking the leave or to a position for which the Teacher is licensed, unless said Teacher had been previously discharged or placed on unrequested leave.
6. A Teacher on child-care leave, desiring to return to employment within the fifteen-month limit, shall provide the Employer with notice of the Teacher's intent, in writing. Failure to provide such notice or failure to return on the date determined, pursuant to this section, shall constitute a waiver and forfeiture of any right to return to employment, unless the parties mutually agree, in writing, to extend the leave.
7. The parties agree that the applicable periods of probation for Teachers, as set forth in Minnesota's Statutes, are intended to be periods of actual service enabling the Employer to have opportunity to evaluate a Teacher's performance. The parties agree, therefore, that periods of time, for which the Teacher is on child-care leave, shall not be counted in determining the completion of the probationary period.
8. A Teacher who returns from child-care leave, pursuant to this section, shall retain all previous experience credit for pay purposes and shall retain unused leave time, accumulated pursuant to the provisions of this Agreement, as of the commencement of the leave. The Teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child-care leave.
9. A Teacher on child-care leave is eligible to participate in group-insurance programs, if permitted under the insurance policy's provisions, but shall pay the entire, applicable premium for the period of the child-care leave. The Employer shall provide a statement of cost due for all insurance benefits. The right to continue participation in such group-insurance programs, however, will terminate if the Teacher does not return to employment, pursuant to this section.

10. Leave under this section shall be without pay or fringe benefits.

B. Association Leave

Upon request, the Employer shall grant an unpaid leave of absence for the purpose of service in a full-time position with the Hopkins Education Association, Education Minnesota, the National Education Association, or the American Federation of Teachers.

Part-time, Association leave may be granted for Association's work. Details of such leave shall be worked out on an individual basis.

C. Injury and Emergency Leave

Except for affliction with serious incapacity as described in Minn. Stat. Section 122A.40, subd.12, a leave of absence without pay may be granted, upon written request, in cases of injury, illness, or emergency, for a period of up to twenty-four (24) months. If a Teacher fails to return to employment after the completion of the leave, granted pursuant to this section, the Employer may place the Teacher on an inactive leave status for a period not to exceed three (3) years. During the period of such inactive leave, a Teacher will have the right to return to a vacancy for which the Teacher is qualified, provided the Teacher notifies the Employer of the Teacher's request for reinstatement and has the ability to perform such duties as certified by the Teacher's physician. This right of reinstatement shall not supersede the rights of a Teacher on unrequested leave of absence. A Teacher's seniority and reinstatement rights shall terminate after five (5) years of leave, granted pursuant to this section.

D. Leaves of Absence Without Pay

Upon the recommendation of the Assistant Superintendent and the approval of the School Board, a leave of absence without pay may be granted to Teachers. A Teacher must request such leave in writing. A Teacher shall not be entitled to compensation or benefits established by this Agreement during the period of the Teacher's leave of absence, nor will the Teacher be credited with teaching experience for the purpose of advancement. Teachers on unpaid leave of absence are subject to the provisions established by Article VIII, E (Return to Employment).

E. Return to Employment

1. A Teacher returning from an unpaid leave of absence shall be reemployed in the position which the Teacher held prior to taking the leave or to a position for which the Teacher is licensed, unless said Teacher had been previously discharged or placed on unrequested leave.

2. Teachers shall notify the Assistant Superintendent of their intention to return to employment prior to the expiration of a leave of absence. Such notice shall be given, in writing, on or before February 1st of the school year in which the leave expires. The Teacher, having given notice, shall thereafter be notified, in writing, of any position comparable to the one the Teacher had prior to taking the leave of absence, when such a position is available. Failure of the Teacher to notify of the intent to return shall be deemed a resignation.
3. Upon receipt of a notice of an available position provided pursuant to VIII (E)(2), the Teacher shall accept such offer in writing within fourteen (14) calendar days after the offer is made. Failure to accept the offer within fourteen (14) calendar days shall constitute a waiver and forfeiture of any right to reemployment.
4. Failure to return to duty at the expiration of any leave of absence established by this Article shall constitute a waiver and forfeiture of any right to reemployment.

F. Insurance Participation

Teachers on an approved leave of absence, established by Article VIII, may elect to continue to participate in the hospital/medical and dental insurance programs. A Teacher electing to so participate shall pay the full, monthly-premium cost for which the Teacher is eligible and enrolled.

G. Seniority

Teachers on an approved leave of absence, established by Article VIII, shall maintain seniority rights from their original employment dates.

H. Base-Compensation Placement

A Teacher returning to work from an approved leave of absence, established by Article VIII, shall receive the same base compensation as the Teacher held at the time the leave commenced and shall thereafter advance on the Base-Compensation Chart.

I. Military Leave

1. Teachers drafted or enlisting for military service shall be granted a leave of absence as established by the provisions of Minnesota and federal laws.
2. Teachers serving in a military-reserve program shall be permitted to be absent from duty as provided by state and federal laws.

ARTICLE IX. SABBATICAL LEAVE

- A. At its sole discretion, the Board may grant a sabbatical leave of absence for the purposes of any of the following:
1. encouraging Teachers to improve themselves through programs of advanced study and research;
 2. enhancing curricular and instructional quality;
 3. developing a pool of leadership talent against potential position vacancies;
or
 4. advancing the achievement of District's goals.
- B. The duration of a sabbatical leave of absence may be from one (1) week to one (1), full duty year.
- C. A request for a sabbatical leave to be used for the purpose of engaging wholly or partially in a gainful occupation will not normally receive favorable consideration. In the unusual circumstance where partial employment may be directly related to the applicant's educational program, or where an applicant is able to demonstrate a need to supplement unusual costs of living growing out of his or her program of study or research, exceptions may be recommended by the Assistant Superintendent.
- D. A request for a sabbatical leave for the purpose of preparing for an alternate trade, occupation, or profession will not receive favorable consideration.
- E. A request for leave to be used for programs of study or research outside of the applicant's area of assignment will be considered only under the following conditions:
1. The District considers a change in assignment to be possible and desirable;
 2. The District desires to develop one or more new licensures in the area of the application; or
 3. The District desires to develop a pool of new licensures for future vacancies.
- F. Guidelines for Eligibility
1. In order to be eligible for a sabbatical leave, an applicant must do the following:
 - a. have completed six (6) full, continuous years of service with the District;
 - b. agree, in writing, to complete at least two (2), full and continuous years of teaching duties with the District after any sabbatical leave

lasting one (1), full school year. A Teacher, whose service is discontinued for any reason other than the incapacity to teach or being placed on unrequested leave before the expiration of the two (2)-year obligation, shall pay back, to the District, a fractional amount of his/her salary equal to the unresolved portion of the two (2)-year obligation; and

c. agree, in writing, to complete teaching duties with the district for periods of time, as indicated below, after any sabbatical leave of less than one (1) year. A Teacher, whose service is discontinued for any reason other than the incapacity to teach or being placed on unrequested leave before the expiration of the obligation for a sabbatical leave of less than a full year, shall pay back to the District a fractional amount of his/her salary equal to the unresolved portion of an obligation as follows:

- 1) completion of one (1), full duty year of service to be performed in the school year immediately following the year in which leave of one (1) semester or less is taken. This will be prorated if the sabbatical is less than one (1) semester.
- 2) completion of two (2), full duty years of service to be performed in the two (2) school years immediately following the year in which leave of more than one (1) semester is taken.

G. Guidelines for Developing Sabbatical Leave Requests

1. The requests shall be developed jointly by the Teacher, immediate supervisor, and appropriate Director.
2. The request shall contain a detailed description of the planned program of study or research and a statement as to how and why such program will benefit the District. The description must identify pertinent details of the program of study or research, including, but not limited to, the institution or location where program will be pursued, courses and/or credits to be carried, dates of study, degrees or certificates to be earned, etc.
3. A request for sabbatical leave of one (1), full duty year shall be submitted to the Assistant Superintendent by February 1st of the school year immediately preceding the year in which the requested leave will be taken.
4. A request for a leave of less than one (1), full duty year should be submitted to the Assistant Superintendent no less than ninety (90) days prior to the proposed commencement date of the requested leave. The District reserves the right to consider individual requests that may not meet the 90-day time period on a case-by-case basis.

5. A request shall bear the written endorsement of the applicant's immediate supervisor, Director, and the Assistant Superintendent.

H. Guidelines for Determining Sabbatical Salaries and Benefits

1. During the term of an approved, full-year sabbatical leave, the Teacher shall receive one-half (1/2) of the salary for the Teacher's position, as set forth in the Teacher's individual contract.
 - a. A Teacher may elect to receive three-quarters (3/4) of his/her salary during the year of leave and three-quarters (3/4) of his/her salary during the first year of return to duty with the Employer.
 - b. Compensation shall be paid to Teachers on sabbatical leave as provided by Article V.
 - c. Teachers on sabbatical leave shall continue to be covered by the provisions of Article V(I) Article VII(A), Article XI, Article XIII, and Article XIV of this Agreement.
2. During the term of a sabbatical leave of less than a full year, the Teacher shall receive one-half (1/2) of the salary for the Teacher's position as set forth according to Article V.
 - a. Salary shall be paid Teachers on sabbatical leave as provided by Article V.
 - b. Teachers on sabbatical leave shall continue to be covered by the provisions of Article V, Article VII(A), Article XI, Article XIII and Article XIV of this Agreement.

I. Guidelines For Determining Position Assignments Upon Return From Sabbatical

1. Upon return from sabbatical leave, a Teacher shall be reemployed in a position for which the Teacher is licensed, unless the Teacher has been previously discharged or placed on un-requested leave.
2. The Employer may, but is not obligated to, place Teachers, who use sabbatical leave to develop new competencies and/or areas of licensure, in commensurate assignments.

ARTICLE X.I. ADULT BASIC AND EARLY CHILDHOOD FAMILY EDUCATION

A. Provisions of the Master Agreement

1. The following provisions of the Master Agreement **shall apply** to ABE and ECFE Teachers:

<i>19-21</i>	<i>Exclusions</i>	
Article I	C. 9. & 10.	Preamble - Definitions
Article II		Appropriate Unit
Article III		School Board's Rights
Article IV		Association's Rights
Article VII		Paid Absences
Article VIII		Unpaid Leaves
Article X.I		Adult-Basic and Early-Childhood Family Education
Article XI		Insurance
Article XII		Grievance Procedure
Article XIV		Miscellaneous
Article XV		Nondiscrimination
Article XVII		Progressive Discipline
Article XVIII		Duration and Renegotiations of Contract

2. The following provisions of the Master Agreement do **not** apply to ABE and ECFE Teachers:

Article V	Compensation
Article VI	Duty Hours
Article IX	Sabbatical Leave
Article X.II	Title 1 and LST
Article XIII	Severance Pay and Resignation
Article XVI	Unrequested Leave of Absence

B. Contracted Year

The parties agree that the limitations of the contract in terms of duty days, hours, normal school calendar, etc., do not apply to either the ABE or ECFE Teachers hired under these programs. The parties also acknowledge that the ABE and ECFE programs will be conducted over the period of a fiscal year on a calendar different from that of the normal teaching staff.

The parties also agree that the continuing contracts for BE Teachers who have July assignments will be from July1 through the K-12 calendar year. Continuing

contracts for ABE Teachers who do not have July assignments will be from August (Workshop Week) through the K-12 calendar year.

C. Workshop Week

1. ABE Teachers:
Each workshop week will consist of a minimum of three (3) working days: two (2) will be devoted solely to teachers working on site, and the third may be devoted to the District's and/or consortium's work. On-site working day for an ABE Teacher will be 6 hours. There will be 6 hours of consortium's or District's workshops.
2. ECFE Teachers:
ECFE Teachers will be scheduled for the same number of weekly, contracted hours for workshop week.

D. Duty Day

1. Assigned Time

Full-time ABE or ECFE Teachers who are assigned to classroom instructional duties, shall not be assigned to more than twenty-seven-and-one-half (27.5) hours per week of actual on-duty, assigned time.

2. Preparation Time / Instructional-Support Time

- a. ABE
Thirty (30) paid minutes for every hour of on-duty, in-person or instructional time
- b. ECFE
1-hour class has 30 minutes of prep and 10 minutes for cleaning/disinfecting toys
1.5-hour class has 45 minutes of prep and 15 minutes for cleaning/disinfecting toys
2-hour class has 60 minutes prep and 20 minutes for cleaning/disinfecting toys

E. Seniority

Seniority shall be defined according to the date on which a Teacher is hired as a regularly contracted (scheduled) Adult Basic Education or Early Childhood Family Education Teacher. The parties to this Agreement agree that Teachers hired in either of these programs shall accumulate no seniority on the regular Teachers' seniority list (the ABE and ECFE Teachers' seniority lists are separate from the regular Teachers' seniority list, and Teachers accrue seniority on these lists by teaching in the

respective programs), and that accrual of seniority within the ABE or ECFE programs shall follow normal seniority provisions.

F. Staff Reductions: Reduce/Recall/Release

In the event the Employer deems it necessary to eliminate a class or classes, reduction of hours shall be in seniority order. The District, however, may reduce/release/recall a regularly contracted (scheduled) ABE or ECFE Teacher out of seniority order for the purpose of protecting the integrity of the program.

G. Additional Hours

In the event the Employer determines that additional hours are available, the administration shall determine which Teacher(s) is/are qualified for the position(s). Said determination shall be at the administration's sole discretion and shall not be subject to arbitration. In the event two or more Teachers are qualified for the position, the assignment shall be offered in order of seniority for any or all of the additional hours; provided, however, that no Teacher shall be assigned more than forty hours per week.

H. Inclement Weather

Since neither the ABE or ECFE programs necessarily follow the traditional school day or school calendar, the ABE and ECFE programs shall follow the inclement weather policy of the Community Education Department.

ECFE may elect to hold classes on-line when in person classes are cancelled due to inclement weather. To the extent that conditions permit, ABE will hold online synchronous classes when District buildings are closed due to inclement weather.

I. Salary Schedule

ABE: 2021-22			
Step	BA	BA30	MA
1	\$ 31.42	\$ 32.74	\$ 34.05
2	\$ 32.01	\$ 33.32	\$ 34.63
3	\$ 32.61	\$ 33.94	\$ 35.25
4	\$ 33.23	\$ 34.54	\$ 35.85
5	\$ 33.84	\$ 35.16	\$ 36.48
6	\$ 35.49	\$ 36.80	\$ 38.11
7	\$ 36.12	\$ 37.45	\$ 38.76
8	\$ 36.78	\$ 38.11	\$ 39.46

ABE: 2022-23			
Step	BA	BA30	MA
1	\$ 31.92	\$ 33.24	\$ 34.55
2	\$ 32.51	\$ 33.82	\$ 35.13
3	\$ 33.11	\$ 34.44	\$ 35.75
4	\$ 33.73	\$ 35.04	\$ 36.35
5	\$ 34.34	\$ 35.66	\$ 36.98
6	\$ 36.99	\$ 38.30	\$ 39.61
7	\$ 37.62	\$ 38.95	\$ 40.26
8	\$ 38.28	\$ 39.61	\$ 40.96

ECFE: 2021-22			
Step	BA	BA30	MA
1	\$ 34.93	\$ 36.18	\$ 37.43
2	\$ 35.49	\$ 36.74	\$ 37.99
3	\$ 36.07	\$ 37.32	\$ 38.57
4	\$ 36.65	\$ 37.90	\$ 39.15
5	\$ 37.24	\$ 38.49	\$ 39.74
6	\$ 37.85	\$ 39.10	\$ 40.35
7	\$ 38.96	\$ 40.21	\$ 41.96
8	\$ 39.58	\$ 40.85	\$ 42.63

ECFE: 2022-23			
Step	BA	BA30	MA
1	\$ 35.43	\$ 36.68	\$ 37.93
2	\$ 35.99	\$ 37.24	\$ 38.49
3	\$ 36.57	\$ 37.82	\$ 39.07
4	\$ 37.15	\$ 38.40	\$ 39.65
5	\$ 37.74	\$ 38.99	\$ 40.24
6	\$ 38.35	\$ 39.60	\$ 40.85
7	\$ 39.96	\$ 41.21	\$ 43.46
8	\$ 40.58	\$ 41.85	\$ 44.13

A minimum of 300 hours per year will be required to advance a step on the salary schedule. Those hours are cumulative from year to year. Advancement will occur at the commencement of a new teaching year.

After twelve (12) years of credited experience*, ECFE and ABE Teachers shall be eligible for an annual career stipend of \$1,250.00.

*For purposes of this item, credited years of experience are only given for years, in which 300 or more hours of ABE/ECFE teaching service were performed.

J. Severance for ABE/ECFE**

An ABE/ECFE teacher who meets the threshold qualifications, outlined in Article XIII (A) (1), will be eligible for the following benefit:

\$10,000 into a 403(b) account
 \$5,000 into a VEBA account

The payment schedule will follow the schedule as outlined in Article XIII (A)

(4, 5.) Each of these amounts will be prorated as per FTE.

*** For the duration of this contract, an expanded-severance MOU is in place.*

K. Determination of Benefits:

For the determination of full-time equivalency, the above amounts are based on 1240 hours, annually, for those programs, in which the Teachers served.

ARTICLE X.II. TITLE-ONE AND LEARNING-SUPPORT TEACHERS

A. Provisions of the Master Agreement

The following provision of the Master Agreement **shall apply** to Title-One Teachers and Learning-Support Teachers.

	<i>Exclusions</i>	
Article I	C 9 & 10;	Preamble - Definitions
Article II		Appropriate Unit
Article III		School Board's Rights
Article IV		Association's Rights
Article VIII	F; H;	Unpaid Leaves
Article X.II		Title 1 and Learning-Support Teachers
Article XII		Grievance Procedure
Article XIV		Miscellaneous
Article XV		Nondiscrimination
Article XVI		Unrequested Leave of Absence
Article XVII		Progressive Discipline
Article XVIII		Durations and Renegotiation of Contract

The following provisions of the Master Agreement **do not apply** to Title-One Teachers and Learning-Support Teachers.

Article V	Compensation
Article VI	Duty Hours
Article VII*	Paid Absences
Article IX	Sabbatical Leave
Article X.I	ABE & ECFE
Article XI	Insurance
Article XIII	Severance Pay and Resignation

B. Contracted Year

The parties agree that the limitations of the contract in terms of duty day, hours, normal school calendar, etc., do not apply to Title-One Teachers or Learning-Support Teachers. The parties also acknowledge that the program will be conducted, as per the hours assigned, by the program's supervisor.

C. Duty Day

The parties agree that Title-one and learning-support assignments are generated as hourly assignments. The hours per day and number of days of service will be generated by the program's supervisor and assigned to Title-One and Learning-Support Teachers at the beginning of each school year.

1. Title-One and Learning-Support Teachers will receive one-half (1/2) hour paid, duty-free lunch if they are contracted for five (5) hours or more per day.
2. Title-One and Learning-Support Teachers will receive preparatory time at the rate of five (5) minutes per one-half (1/2) hour of student-contact time.

D. Seniority

Seniority shall be defined according to the date on which a Teacher is hired as a Title-One or Learning-Support Teacher. The parties to this Agreement agree that Title-One and Learning-Support Teachers shall accumulate no seniority on the regular, Teachers' seniority list (the Title-One and Learning-Support Teachers' seniority list is separate from the regular, Teachers' seniority list, and Teachers accrue seniority on these lists by teaching in the respective programs).

E. Reductions of Staff: Reduce/Recall/Release

In the event the Employer deems it necessary to eliminate hours, first priority for the reduction of hours shall be in seniority order. The District may, however, reduce/release/recall a Title-One or Learning-Support Teacher out of seniority order for the purpose of protecting the integrity of the program.

F. Sick and Personal Leave:

Six (6) days of sick leave will be granted for every Title-One and Learning-Support Teacher.

Title-One and Learning-Support Teachers will be able to carry over a maximum total of two (2) sick days from one year to the next, which means a possible maximum total of usable sick leave in a year with a carry-over would be 8.

One (1) day of personal leave will be granted for every Title-One and Learning-Support Teacher. Personal leave cannot be carried over from one year to the next.

All conditions and use restrictions for sick leave and personal leave contained in this Agreement apply to the sick and personal leave granted in this Article.

F. Salary Schedule

Step	2021-2022	2022-2023
1	\$35.13	\$35.83
2	\$37.01	\$37.75
3	\$38.86	\$39.64
4	\$40.69	\$41.50
5	\$42.53	\$43.38
Coordinator	\$45.19	\$46.09

A minimum of 300 hours per year will be required to advance a step on the salary schedule. Those hours are cumulative from year to year. Advancement will occur at the commencement of a new teaching year.

ARTICLE X.III. PRESCHOOL TEACHERS

A. Provisions of the Master Agreement

1. The following provisions of the Master Agreement **shall apply** to Preschool Teachers:

	<i>Exclusions</i>	
Article I	C. 9. & 10.	Preamble - Definitions
Article II		Appropriate Unit
Article III		School Board's Rights
Article IV		Association's Rights
Article VII		Paid Absences
Article VIII		Unpaid Leaves
Article IX		Sabbatical Leave
Article XI		Insurance

Article XII		Grievance Procedure
Article XIV		Miscellaneous
Article XV		Nondiscrimination
Article XVII		Progressive Discipline
Article XVIII		Duration and Renegotiations of Contract

2. The following provisions of the Master Agreement do **not** apply to Preschool Teachers:

Article V	Compensation
Article VI	Duty Hours
Article X.I	ABE/ECFE
Article X.II	Title 1 and LST
Article XIII	Severance Pay and Resignation
Article XVI	Unrequested Leave of Absence

B. Non-Licensed Preschool Teachers

Preschool Teachers without a license shall hold their positions for a maximum of five (5) years beginning in the 2022-2023 school year.

C. Tuition Reimbursement

Preschool Teachers who are actively employed as of the effective date of this MASTER AGREEMENT who enroll in an Early Childhood licensure program will be reimbursed for up to \$600 per semester credit for applicable coursework. Employees newly hired after the effective date of this MASTER AGREEMENT will be required to be licensed in Early Childhood and will therefore not have access to the tuition reimbursements specified above.

D. Compensation

Preschool Teachers - NON-LICENSED

Salary Schedule	Year 1		Year 2	
	2021-2022		2022-2023	
	Minimum	Maximum	Minimum	Maximum
*Preschool Teachers	\$32,209.00	\$46,129.00	\$32,692.00	\$46,821.00

Preschool Teachers - LICENSED BA LANE

Salary Schedule	Year 1		Year 2	
	2021-2022		2022-2023	
	Minimum	Maximum	Minimum	Maximum
*Preschool Teachers	\$44,180.00	\$54,330.00	\$44,843.00	\$55,145.00

Preschool Teachers - LICENSED MA LANE

Salary Schedule	Year 1		Year 2	
	2021-2022		2022-2023	
	Minimum	Maximum	Minimum	Maximum
*Preschool Teachers	\$48,986.00	\$64,211.00	\$49,721.00	\$65,174.00

**The wage schedules above reflect the base salary for staff members working a 1.0FTE. If working less than a 1.0FTE, the salary will be prorated.*

**Preschool Teachers have already received, at the time of the adoption of this MASTER AGREEMENT, negotiated increases for 2021-2022 as a result of contract updates in the previous Community Education Provider Handbook. Effective July 1, 2022, all preschool teachers will receive a 1.5% salary increase applied to their 2021-2022 salary.*

E. Duty Hours

Hours of Work:

1. The normal workday shall be eight consecutive (8) hours which will include a 30-minute duty free lunch period.
2. The normal workweek shall be five (5) consecutive days in a calendar week.
3. The scheduled beginning and ending hours of work shall be established by the Employee's immediate supervisor.
4. Nothing in Article X.III shall be construed as and is not intended to be a guarantee of any hours of work per normal workday or workweek.

Normal Duty Year

The HEA and District recognize that there are three main objectives pertaining to the development of the school-year's calendar. The first one is to meet State's Statutes. The second is to provide healthy breaks for staff and students (two weeks at winter break and one week at spring break). The third is the School Board would like the school year end reasonably early in June (i.e. families can participate in summer programs). To allow flexibility to accomplish these three goals, the normal duty year shall be 185 duty days for teachers, except for new teachers as defined in the Memorandum of Understanding (MOU) for the mentorship program. The maximum number of student-instructional days shall be 176. The decision of the number of days shall be left to the School Board. The remaining days shall be preparation, workshops, or conferences. It is also recognized that half-day, early-release, conference days are to be counted as student-contact days. The calendar committee will create calendars in a two-year cycle during non-contract-negotiation years.

Workshop Week

Workshop week will consist of a minimum of (5) working days, two (2) of which will be devoted solely to teachers working independently in their rooms, and the remainder of which may be devoted to District's (including Community Education) and sites' work. The following week will continue to be an orientation conference week for families and teachers, which includes continued room set up/preparation.

Preparation Time

Each Preschool teacher, referred to in this section as “Teacher,” shall be provided with a minimum of three hundred (300) minutes of preparation time per week during the students' day for each full-time Teacher, with preference being given to creating one sixty (60) minute block or two (2), thirty (30) minute blocks each day. The parties agree that while this is the desired schedule, it is not always possible to create. Thus, flexibility will be given to the thirty (30) minute blocks, and a minimum of twenty (20) minutes will be established for a block of time, should thirty (30) minutes not be attainable. Further, the parties agree that the preparation time includes taking students to and from locations, should that be necessary for supervision. If a Teacher has multiple blocks for preparation time, the travel time to and from will not be counted as preparation time.

F. Sick Leave

Personal Leave

Each year, Teachers will be granted two (2) personal-leave days. Personal days are provided for use to manage religious holidays or other personal business that cannot be otherwise managed outside the duty days. Unused personal-leave days may carry over into the following year to a maximum accumulation of five (5) for any given year. Personal leave may be used at any time during the year. Personal leave may not be used for work for another employer. Teachers are encouraged to contact their supervisor and/or the Assistant Superintendent in the event of unusual situations.

Additional personal leave may be granted at the discretion of the Assistant Superintendent.

Requests for personal leave must be submitted to the Supervisor at least three (3) duty days in advance of the commencement of the requested leave, except in cases of extreme emergency and must be approved by the Assistant Superintendent or designee. No more than ten percent (10%) of the Teachers in Early Childhood programs will be granted personal leave for the same day. The ten percent (10%) limitation shall not restrict such personal-leave allowance to fewer than three (3) Teachers in any single building. On days immediately preceding or following scheduled breaks (MEA, Thanksgiving, winter break, spring break, Memorial Day), a maximum of 5% of the FTEs in any building/site may be absent on personal leave, and no Teacher may schedule the same time away from work in consecutive years.

NOTE: Former Stepping Stones staff will be allowed to use earned but unused vacation for a period of two years from the effective date of this MASTER AGREEMENT before vacation days are forfeited.

G. Seniority

Seniority shall be defined as the date on which a Teacher was hired into a Hopkins Public Schools' Early Childhood program (not including ECFE). The parties to this Agreement agree that Teachers hired into the Preschool programs shall accumulate no seniority on the regular Teachers' seniority list (the Preschool Program seniority list is separate from the regular Teachers' seniority list, and Teachers accrue seniority on these lists by teaching in the preschool program), and that accrual of seniority within the Preschool program shall follow normal seniority provisions.

H. Staff Reductions: Reduce/Recall/Release

In the event the Employer deems it necessary to eliminate a class or classes, reduction of hours shall be in seniority order. The District, however, may reduce/release/recall a regularly contracted (scheduled) Preschool Teacher out of seniority order for the purpose of protecting the integrity of the program.

I. Additional Hours

In the event the Employer determines that additional hours are available, the administration shall determine which Teacher(s) is/are qualified for the position(s). Said determination shall be at the administration's sole discretion and shall not be subject to arbitration.

J. Inclement Weather

Since the Preschool Program does not necessarily follow the traditional school day or school calendar, the Preschool Program shall follow the inclement weather policy of the Community-Education Department.

K. Severance

Preschool Teachers shall earn severance in accordance with the following criteria:

1. A full-time (30 hrs. /wk. or more) employee with a total of twenty (20) years of continuous full-time service in the District and has accumulated a minimum of sixty (60) days of sick leave, shall earn twelve (12) months' severance pay. An employee with fifteen (15) years of continuous full-time service in the District and has accumulated between thirty (30) and fifty-nine (59) days of sick leave, shall earn six (6) months' severance pay.
2. To be eligible to receive severance, a Letter of Resignation shall be submitted to the Director of Community Education at least 30 calendar days prior to the date of resignation/retirement.

3. Severance shall be paid out in three (3) equal instalments over a three (3) fiscal year period. The maximum annual exposure to the district for severance under this agreement shall be \$100,000. In the event applications of eligible employees constitute a liability in excess of the limitation as contained in this section, the amount each employee would be eligible to receive shall be reduced in a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.
4. The Board of Education may, at its discretion, defer or accelerate the use criteria for severance by up to two (2) years, provided that the benefits accrued by such employee shall not be reduced by the School Boards' action.
5. The District shall fulfil the benefit obligation to the Employee covered by the handbook who separate from employment and are eligible for a severance payment.

The Employee must elect:

100% contribution to 403(b)

6. Employees terminated “for cause” shall not be eligible for the severance benefit.
7. Beneficiary. In the event of the death of an eligible Employee prior to the full payment of retirement inducement benefit, the remaining benefit shall be made to the beneficiary designated by the Employee.
8. Reemployment. Employees reemployed by the Employer following separation shall be considered original hires.
9. Section 1 employees, as established in Appendix A, that meet the eligibility requirements for severance pay are also eligible for a post-retirement medical insurance contribution of \$100 per month. This payment will be provided each month starting the month after the employee retires and will cease at the end of the month in which the employee turns age 65. The maximum District obligation for post-retirement medical insurance contributions in each year of this agreement is \$2,400. If more than two (2) employees are retired at any given time and receiving this benefit, their payments will be prorated to ensure that the District does not exceed the \$2,400 maximum obligation annually.

L. Performance Pay

Preschool Teachers are eligible to receive up to \$1,250 (prorated if working less than a 1.0FTE) as an annual performance stipend in the 2021-2022 school year. Beginning the 2022-2023 school year, Preschool Teachers will be subject to

the Memorandum Of Understanding in this MASTER AGREEMENT related to the Hopkins Compensation Model.

ARTICLE XI. INSURANCE

A. Hospital/Medical/Dental Insurance

The Employer shall provide Teachers a hospital/medical insurance plan and a dental-insurance plan.

1. Effective July 1st, 2021, and through June 30, 2023, the District will contribute an amount equal to the cost of the monthly, single premium for employees electing either the HOOP or low-deductible single plans. Teachers electing HOOP family coverage will receive a monthly contribution equal to 65% of the HOOP family-premium cost and Teachers electing low-deductible, family coverage will receive a monthly contribution equal to 55% of the low-deductible, family-premium cost.
2. Eligible, part-time Teachers will receive benefits based on the following tiers:
 - a. .5 FTE - .625 FTE = benefits at 62.5 %
 - b. .626 FTE - .749 FTE = benefits at 75%
 - c. .75 FTE – 1.0 FTE = benefits at 100%
3. Teachers, who elect to enroll in a District’s medical plan, shall receive an annual contribution to a District-established Voluntary Employees’ Beneficiary Association (VEBA) account as follows:

VEBA CONTRIBUTIONS		
	Low-Deduct	HOOP
2021-22	\$600	\$1,800
2022-23	\$600	\$1,800

The contributions to the VEBA account shall be available for the payment of medical expenses.

4. All eligible Teachers must participate in the dental-insurance plan with the rate for composite. For the term of this Master Agreement, the District shall contribute \$87 per month for 2021-2023 toward the dental-insurance premium for each full-time Teacher who is eligible and enrolled.

5. Any premium cost in excess of the Employer's contribution established by Article XI (A) (1 and 5) shall be paid by the individual Teacher through payroll deduction.
6. For insurance-calculation purposes, ABE and ECFE Teachers will receive full-time benefits based on 1240 total annual hours.

B. Voluntary Employees' Beneficiary Association Account

1. The School District and the HEA have established Voluntary Employee Beneficiary Association (VEBA), as authorized under Section 501(c) (9) of the Internal Revenue Code, to provide health and welfare benefits to eligible Teachers.
2. Teachers, who choose a high-deductible, health-insurance plan, shall also receive a contribution to a Voluntary Employees' Beneficiary Association (VEBA) account. The VEBA account shall be established by the Employer in the name of the Teacher, and the funds, when contributed by the Employer, shall be available for the payment of the Teacher's medical expenses.

C. Long-term Disability Insurance

1. Teachers contracted for twenty (20) hours per week or more shall be eligible for long-term disability insurance. The Employer shall contribute one-hundred (100) percent of the premium cost of the long-term disability insurance plan as provided by the contract between the carrier and the Employer.
2. The plan shall provide an income benefit equal to sixty-six-and-two-thirds ($66\frac{2}{3}$) percent of the salary, not to exceed \$60,000 per year. Benefits under this plan shall commence after a waiting period of sixty (60) days as defined in the insurance documents.
3. Teachers with sick-leave accumulation in excess of sixty (60) days may, at the Teacher's option, be paid thirty-three-and-one-third ($33\frac{1}{3}$) percent of the Teacher's annual salary by the Employer until sick leave is exhausted. The Teacher will be paid at the rate of one-third ($\frac{1}{3}$) day per duty day of absence.

D. Term Life Insurance

1. Teachers contracted for twenty (20) hours per week or more shall be eligible for term-life insurance. The Employer shall contribute one-hundred (100) percent of the premium cost of the term-life plan, as provided by the contract between the carrier and the Employer, equal to two (2) times the annual salary per Teacher.

2. The Employer shall provide each Teacher with insurance which doubles the benefits established by Article XI (D) (1) when death is the result of an accident.
 - a. Insurance coverage over \$50,000 is required to be taxed (IRS). If a Teacher would wish to avoid the additional tax and hold the insurance benefit to \$50,000, the Teacher needs to submit that request, in writing, to the benefits' office.

E. Insurance Coverage

1. Teachers completing a full duty year shall be covered through the month of August by the insurance programs as established by Article XI (A), (B), (C), and (D).
2. A Teacher separating from employment during a duty year shall be covered by the insurance program through the last day of the month in which the Teacher worked his/her last duty day. The Teacher may then elect to remain on the Employer's plan under COBRA.
3. Insurance coverage for a new Teacher shall commence on the first day of the month following the Teacher's first day of actual work.

F. Continuation of Insurance Contributions

1. In the event of a Teacher's death, the Employer shall continue monthly, premium contributions toward a dependent health-care plan, as established by Article XI(A) (1), for a period of six (6) consecutive months from the date of death.
2. In the event of a Teacher's total disability, the Employer shall continue monthly, premium contributions, as established by Article XI(A) (1), for a period of six (6) consecutive months from the date of total disability. The date of total disability shall mean the date the Teacher qualifies for long-term disability insurance benefits, as established by Article XI(C).
3. A Teacher placed on un-requested leave of absence may, at the Teacher's option, continue to participate in the hospital/medical-insurance program, established by Article XI(A). A Teacher electing to so participate shall pay, in advance each month, the entire monthly premium for the coverage, single or family, for which the Teacher is enrolled and eligible.

ARTICLE XII. GRIEVANCE PROCEDURE

A. Definitions:

1. "Grievance" means a claim or complaint by a Teacher, Teachers, or the Association involving the interpretation or application of the terms of this Agreement.
2. "grievant" means the person or persons making the claim or the Association.
3. "days" means Teacher duty days. During the summer, "days" shall mean all weekdays except legal holidays.
4. "Superintendent" means the superintendent of schools or a designee.
5. "Principal" means the principal of the building, either elementary or secondary, a program's supervisor or administrative agent, or a designee.
6. "Association" shall mean the Hopkins Education Association.
7. "Teacher" means any person covered by this Agreement.
8. "Director" means the Assistant Superintendent.

B. Purpose

1. The purpose of these procedures is to secure, at the first administrative level, equitable solutions to problems, which may arise from time to time through the administration of this Agreement.
2. Nothing in these procedures shall limit the right of any Teacher having a problem to discuss the matter informally with any appropriate member of the administration.
3. All Teachers, through the Association, or the Association shall have the right to present any Grievance through the channels designated for that purpose.
4. It is recognized by the parties that it is in the best interests of the parties to begin the processing of a Grievance at the lowest appropriate level.

C. Association Responsibilities

It is recognized and accepted by the Employer and the Association that the processing of Grievances, as hereinafter provided, is limited by the Teacher's educational duties and responsibilities and shall, therefore, be accomplished during duty hours only when consistent with such educational duties and

responsibilities. The Association's representative(s) involved and the aggrieved Teacher shall suffer no loss of salary when a Grievance is processed during duty hours, provided the Association's representative(s) and the aggrieved Teacher have notified the Principal or designee and received approval for the absence from duty. The foregoing provision applies to processing a Grievance through the Superintendent's level of the grievance procedure.

D. Informal Level

1. If a Grievant feels a claim or complaint exists concerning the application or interpretation of the Agreement, the Grievant shall first discuss the matter with the individual or group responsible for the Grievance in an effort to resolve the problem informally. If desired by the Grievant, a building's representative or a designee of the Association may accompany the Grievant to the meeting.
2. A Grievant must have processed a Grievance through informal procedures of Article XII (D) before bringing a formal Grievance.
3. An informal resolution of a Grievance shall not become a practice unless and until formally stated by the Superintendent and approved by the School Board. No informal resolution of a Grievance shall be in violation of the terms of this Agreement.

E. Processing a Grievance

1. Principal's Level

a. Filing of Grievance

In the event a Grievance is not resolved at the informal level, or if no decision has been rendered within ten (10) days after the informal-level disposition of the Grievance, the Association may file the written Grievance with the Principal.

b. Meeting with Principal

Within ten (10) days after receipt of the written Grievance by the Principal, the Principal shall meet with the Association in an effort to resolve the Grievance.

c. Decision of the Principal

Within ten (10) days after the meeting with the Association, the Principal shall make a decision and communicate the same, in writing, to the Association.

2. Director's Level

a. Filing of Grievance

If the Association is not satisfied with the disposition of the Grievance rendered pursuant to Article XII (E) (1) or if no decision has been rendered within ten (10) days after meeting with the Principal, the Association may appeal the Grievance to the Director within ten (10) days after the decision.

b. Decision of the Director

Within ten (10) days after meeting with the Association, the Director shall make a decision and communicate the same, in writing, to the Association.

3. Superintendent's Level

a. Filing of Grievance

If the Association is not satisfied with the disposition of the Grievance rendered pursuant to Article XII (E) (2), or if no decision has been rendered within ten (10) days after written presentation of the Grievance, the Association may appeal the Grievance to the Superintendent within ten (10) days after the decision.

b. Decision of the Superintendent

Within ten (10) days after meeting with the Association, the Superintendent shall make a decision and communicate the same, in writing, to the Association.

F. Filing of Grievance with the Provision for the Arbitration Panel

1. If the Association is not satisfied with the disposition of the Grievance rendered pursuant to Article XII (E) (3), or if no decision has been rendered within ten (10) days after written presentation of the Grievance, the Association may institute Arbitration proceedings, within twenty (20) days, according to the following conditions and regulations.
2. The Grievance shall be submitted to Arbitration before an Arbitrator. In the event the Employer and the Association cannot agree upon the selection of the arbitrator within five (5) days of an appeal, as provided by Article XII (F) (1), either party may request that the Director of the Bureau of Mediation Services submit a list of five (5) persons from which the arbitrator shall be selected. The parties shall alternately strike one (1) name from the list of five (5) names. The last remaining name shall serve as the arbitrator.

3. No decision shall be made by the arbitrator without the participation of the representative of both the Association and the Employer unless, in the judgment of the arbitrator, either the Employer or the Grievant is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the arbitrator to both parties hereto), in which case the arbitrator may render a decision without the participation of the party causing the delay.
4. The arbitrator shall be empowered, except as the arbitrator's powers are limited below, to make a final and binding decision in cases of alleged violation of rights expressly accorded by this Agreement. The power of the arbitrator shall be limited as follows:
 - a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish or change salary schedules or change or establish any fringe benefits or supplementary compensation.
 - c. The arbitrator shall have no power to decide any question, which, under this Agreement, is within the right of management to decide, which shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this Agreement.
5. All fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokesperson and for all expenses incurred in preparing and presenting its arbitration case.

In the event of a cancellation, the party responsible for the cancellation shall pay the arbitrator's fee in full.
6. The arbitrator shall have no power to require the Employer, the Association, or any employee to perform any act contrary to law or contrary to the provisions of this Agreement.
7. No reprisal of any kind shall be taken by either party or by any member of the administration against any Grievant or Association's representative for any participation in the Grievance procedure.

8. If an aggrieved Teacher does not file a Grievance in writing within thirty (30) days after the aggrieved Teacher knew or should have known of the act or condition upon which the Grievance is based, then the Grievance shall be deemed to have been waived, and the aggrieved Teacher shall lose recourse to this Grievance procedure. Additional time may be granted by mutual agreement.
9. The number of days for action provided at each Grievance level constitutes the maximum number of days, and the parties agree to make every effort to expedite the process. The time limits specified may be extended only by mutual agreement in writing.
10. All decisions rendered shall set forth the reason for the decision, be in writing, dated, and shall be transmitted promptly to the Association and to the Employer.
 - a. All Grievances shall be presented, in writing, and shall contain the following elements:
 - 1) name of the Grievant;
 - 2) specific reference to the terms of the Agreement at issue in the Grievance;
 - 3) the nature of the Grievance, the time and date of the events giving rise to the Grievance, and the informal actions taken in an attempt to resolve the Grievance; and
 - 4) action requested of the Employer to resolve the Grievance;
 - b. Any Grievance arising from a decision or interpretation of the provisions of this Agreement rendered at a given level cannot be grieved at a lower level.
 - c. Nothing herein shall deprive the Employer or any Teacher of any legal rights.
 - d. Teachers may be absent from duty to participate in an arbitration hearing as a Grievant or witness. Teachers absent from duty to participate in an arbitration hearing shall receive their daily pay. The Association shall reimburse the Employer the daily cost of substitute Teachers, if any, for each duty day of absence. Such absences shall not be deducted from Association's days as established by Article IV(K) (1).

ARTICLE XIII. SEVERANCE PAY AND RESIGNATION

A. Severance Transition

1. The Employer and Association agree that individuals who were hired for the 2021-2022 school year and have no earned Hopkins Service Credit prior to the 2021-2022 school year will have access to a 403(b) matching contribution in lieu of the previous severance offered to those individuals who began as a Teacher prior to the 2021-2022 school year. Teachers who choose to access the 403(b) severance match will be subject to the following conditions:
 - a. Teachers wishing to access matching contributions will be eligible to receive the matching contribution amounts outlined in **Schedule D** of this Agreement.

Schedule D: TSA Match Schedule

Years with Hopkins	2021-22	2022-23	Years with Hopkins	2021-22	2022-23
1	\$ -	\$ -	16	\$2,350.00	\$2,350.00
2	\$ 250.00	\$ 250.00	17	\$2,350.00	\$2,350.00
3	\$ 250.00	\$ 250.00	18	\$2,350.00	\$2,350.00
4	\$ 800.00	\$ 800.00	19	\$2,350.00	\$2,350.00
5	\$ 800.00	\$ 800.00	20	\$2,350.00	\$2,350.00
6	\$1,180.00	\$1,180.00	21	\$2,750.00	\$2,750.00
7	\$1,180.00	\$1,180.00	22	\$2,750.00	\$2,750.00
8	\$1,180.00	\$1,180.00	23	\$2,750.00	\$2,750.00
9	\$1,180.00	\$1,180.00	24	\$2,750.00	\$2,750.00
10	\$1,180.00	\$1,180.00	25	\$2,750.00	\$2,750.00
11	\$1,550.00	\$1,550.00	26	\$3,150.00	\$3,150.00
12	\$1,550.00	\$1,550.00	27	\$3,150.00	\$3,150.00
13	\$1,550.00	\$1,550.00	28	\$3,150.00	\$3,150.00
14	\$1,550.00	\$1,550.00	29	\$3,150.00	\$3,150.00
15	\$1,550.00	\$1,550.00	30	\$3,150.00	\$3,150.00

- b. Teachers will receive matching contributions on a per paycheck basis, prorated throughout the available pay periods.

- c. Teachers will become vested upon earning 5 years of Hopkins Service Credit (Service Credit is earned at the end of the completed service year). If a teacher either resigns or is no longer employed by the Hopkins School District, prior to being vested, then all employer contributions will be forfeited back to the employer.
2. The Employer and Association agree that during the first year of this two-year agreement, that an option will be extended to those Teachers who have 10 years or less of teaching service with Hopkins Public Schools. Those individuals will be given the opportunity to make an irrevocable selection regarding their participation in the employee match portion outlined in Schedule D or to remain in the existing severance option outlined in Article XIII.

Teachers with 10 years or less of teaching service with Hopkins Public Schools will be able to select participation in the 403(b) match at the financial level to which their years of service correspond, should they choose to accept the 403(b) plan in lieu of the previous severance terms. The decision must be made by June 30, 2022, and, once made, it will be irrevocable.

Should the Teachers eligible for this match not respond to the 403(b) option, the default will be that they remain in the present severance plan that is outlined in Article XIII, and they will not be eligible for the 403(b) matching plan.

B. Non 403(b) Match Severance Terms (For those individuals not covered under or not electing a 403(b) match

1. Threshold Qualifications

A retiring Teacher shall be eligible for a severance benefit, provided that the Teacher has accumulated sufficient sick leave under the Benefit Formula of Article XIII (A) (3) and

- a. has reached the age of fifty-five (55) during the year (July 1 - June 30) after the completion of which the Teacher is eligible for severance, and
- b. has twenty (20) or more years of full-time credited teaching service with Hopkins, or
- c. has twenty (20) or more years of less-than-full-time credited teaching service with Hopkins, in which case, the Teacher shall receive a prorated, part-time, yearly severance incentive based on the mean of the top twenty (20) years of contracted service

multiplied by the base pay in the Teacher's last year of teaching.
(Note: Unpaid leaves of absence will not be credited towards meeting the twenty (20)-year, teaching-experience requirement.)

2. Eligibility

The severance benefit shall be provided only to Teachers who qualify, based on the provisions of Article XIII(A) (1). Letters of resignation to qualify for severance benefits must be submitted on or before February 1st of the duty year, at the end of which the Teacher wishes to resign.

3. Formula for Benefits

A qualifying and eligible Teacher, under the provisions of Article XIII(A) (1) and (A) (2) above, electing resignation at the completion of the duty year (July 1 - June 30), shall receive a severance benefit in accordance with the following schedule:

- a. A Teacher who has a minimum of sixty (60) days of accumulated sick leave at the time of severance will receive one year's base pay *(Note: Unpaid leaves of absence will not be credited towards meeting the twenty (20)-year, teaching-experience requirement.)*
- b. A Teacher, who has between thirty (30) and fifty-nine (59) days of accumulated sick leave at the time of severance, will receive seventy-five (75 %) of one year's base pay. *(Note: Unpaid leaves of absence will not be credited towards meeting the twenty (20) - year, teaching-experience requirement.)*

4. Payment

- a. The severance benefit of a qualified and eligible Teacher shall be paid in accordance with Article XIII (A) (5).
- b. The School District and the HEA have established a Voluntary Employee Beneficiary Association (VEBA), as authorized under Section 501(c)(9) of the Internal Revenue Code, to provide health and welfare benefits to eligible HEA members.
- c. The School District and the HEA have established a procedure, under which severance money can be contributed to a 403(b) account established by the Teacher for the purpose of receiving severance money (the "Severance 403(b)").
- d. Teachers, who resign, must have their severance deposited into the VEBA and a 403(b) account.

- e. Under the terms of this Master Agreement, eligible Teachers have earned a severance benefit (the “Benefit”). The District shall fulfill the Benefit obligation to the Teacher by making payments as follows:

contribution to a 403(b) account in an amount equal to fifty percent (50%) of the benefit and a contribution into a VEBA account of an amount equal to fifty percent (50%) of the benefit.

5. Method of Payment

- a. Severance payments shall be comprised of three (3) equal payments, with the first (1st) payment due on January 15th of the year following retirement. The second (2nd) payment shall be paid one year after the first (1st), on January 15th. The third (3rd) and final payment shall be paid eight (8) months after the second (2nd), on September 15th.
- b. When the School District determines that a mid-year retirement would be in the best interest of the program, qualified Teachers will be paid 3 (three) equal payments, with the first (1st) payment due on September 15th of the school year following retirement. The second (2nd) payment shall be paid January 15th during the same school year as the first (1st) payment. The third (3rd) and final payment shall be paid eight months (8) after the second (2nd), on September 15th.
- c. In the event of the death of a Teacher prior to the full payment of the severance benefit, the remaining benefit shall be deposited into the Teacher’s established 403b account.

6. Health/Medical Insurance

Teachers eligible for the severance benefit, as established by Article XIII (A) (2), may elect to continue to participate in the hospital/medical-insurance program and the dental insurance program, as established by Article XI. Participation in the referenced insurance programs may continue indefinitely pursuant to Minn. Stat 471.61. The Employer shall pay up to \$320 of the monthly premium cost of the single, hospital/medical insurance available to a Teacher under this Master Agreement for which the Teacher is eligible and enrolled. The Employer's contribution will continue until the participant becomes eligible for Medicare or another insurance program. A Teacher electing to participate shall pay the balance of the full, monthly premium for hospital/medical insurance and the full, monthly premium (single and family) for the dental-insurance program for which the Teacher is eligible and enrolled.

B. Assisted-Incentive Retirement

The School District reserves the right, at its sole discretion, to offer an incentive, not to exceed one (1) year's base pay, to those Teachers whose retirement will meet the educational needs of the School District.

C. Rehired, Retired Teachers

1. Compensation, Insurance, and Other Benefits

A retired Teacher, who is hired by the School District, shall be eligible to receive salary, insurance, and other benefits as mutually agreed upon by the retired Teacher and the School District.

2. Resignation and Severance Benefits.

Retired Hopkins's Teachers, who are hired by the School District, shall not be eligible to receive any of the resignation or severance benefits provided under the Master Agreement.

3. Seniority

A retired Teacher shall be considered a new Teacher for purposes of seniority and shall have no bumping rights.

ARTICLE XIV. MISCELLANEOUS

A. Licensure

Each Teacher must submit, to the Human Resources' Office, a valid "Minnesota Teacher's License" and a transcript of all college credits. This material shall be kept on file in the Human Resources' Office during the period the Teacher is employed by the Employer. Teachers are obligated to retain licensure in their areas of current assignment.

B. 403(b) Vendors

The employer shall provide employees with the ability to contribute employee-earned funds into a 403(b) account, up to the maximum allowed per IRS regulations. The 403(b) vendors that shall be authorized to receive employees' contributions are MetLife and Fidelity.

C. Transfer

The Employer reserves the right to establish policies for transfers of Teachers. Disputes over the interpretation or application of these policies shall be subject to final and binding arbitration as established by this Agreement.

D. Flexible-Benefit Plan

The parties agree that the Employer will offer a flexible-benefit plan to Teachers pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan will provide a system whereby Teachers may elect to allocate funds from their salary to be used for medical, vision, dental, and child-care expenses.

E. Extra-Curricular Assignments

1. Assignments

Extra-curricular assignments shall be made in accordance with District's policy.

2. Salary Schedules

See APPENDIX C as amended.

ARTICLE XV. NONDISCRIMINATION

- A. The provisions of this Agreement shall be applied to all Teachers equally without favor for or against any Teacher because of race, color, creed, religion, national origin, ethnicity, culture, sex, disability, age, marital status, sexual orientation, gender identity/expression, or status with regard to public assistance, or because of membership or non-membership in the Association.
- B. The Association and the Teachers covered by this Agreement shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the Employer, and the general public.

ARTICLE XVI. UNREQUESTED LEAVE OF ABSENCE

Both parties acknowledge that they are governed by applicable Minnesota Statutes regarding unrequested leaves of absence, except as modified by the provisions of this Article.

A. Definitions

For the purpose of this Article, the terms defined shall have the meaning respectively ascribed to them.

"Teacher" shall be defined pursuant to the provisions of Minn. Stat. Section 122A.40.

"Qualified" shall mean a Teacher who is licensed in the subject-matter category.

"Subject Matter" shall mean areas in which a Teacher holds a license issued by the PELSB.

B. Establishing the Seniority List

Seniority will be determined based on each Teacher's continuous, uninterrupted employment with the School District. This includes employment as a probationary Teacher, long-term substitute, temporary Teacher, tenured Teacher, administrator or Teacher on letter of assignment. Teachers or administrators on a leave of absence (i.e., sabbatical, military, illness, personal, non-sabbatical, unrequested, etc.) will retain seniority during the leave of absence. Seniority will continue to accrue during such leave of absence.

Seniority begins to accrue on the date the School Board approves the Teacher's contract. Notwithstanding the foregoing, for Teachers beginning employment with the School District on letters of agreement, the date of typing of the letter of agreement will be the date seniority begins to accrue.

Part-time Teachers will accrue seniority in the same fashion as such is accrued by full-time teachers.

Years of seniority will not be fractionally assigned. Full seniority will be gained by both full and part-time Teachers.

Seniority will be established by subject-matter categories. No distinction will be made between major and minor areas of licensure. Seniority will be gained in all subject matter categories.

C. Tie Breaking

In the event the contracts of two (2) or more persons within a subject matter category were approved by the School Board on the same date, seniority will be determined in the following manner:

1. The earliest date of typing of the letter of agreement or contract will be declared the most senior. If ties remain,
2. the lower, license's file-folder number will be declared the most senior.

D. Posting of the Seniority List

On or about January 15th of each year, or as soon thereafter as practical, the School District shall publish a seniority list and post the list on line for at least twenty (20) calendar days.

E. Challenges to the Seniority List

Any Teacher who disagrees with the information published in the seniority list shall have twenty (20) calendar days from the date of posting to supply a written challenge to the Assistant Superintendent. The reasons for making the challenge must be stated, in writing, and signed by the person making the challenge.

F. Adoption of the Seniority List

Within ten (10) calendar days, the School District shall evaluate any and all written challenges regarding the order of seniority contained in said list and may make appropriate changes. The actions of the School District will be grievable within the provisions of Article XII. A final seniority list shall be adopted by the School Board on or about February 20th and shall be conclusively deemed to be correct. A list reflecting any changes or updates will be posted following School Board adoption.

G. Additional Licensure

A new license will become effective upon its presentation to the Superintendent of Schools. Licenses presented on or before May 1st or the date of final School Board action eliminating positions, whichever is earlier, may be used to exercise bumping rights. Licenses presented after that date may be used for recall rights.

H. Surrendered Licensure

Any Teacher who has elected to allow a license to expire, in any area other than his/her current assignment, is obligated to report the same. The Teacher shall complete a "Notice of Surrendered Licensure," available from the Assistant Superintendent, and submit the form to the Human Resources' office no later than 4:30 p.m. on January 30th.

I. Application

The School Board may place on un-requested leave of absence, for a period not to exceed five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, as many Teachers as the Board may deem necessary due to discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leaves of absence shall be effective at the close of the school year or at such earlier time as mutually agreed between the Teacher and the School Board. Teachers to be placed on un-requested leave of absence shall be entitled to the notice and hearing rights specified in Minn. Stat. Section 122A.40.

Teachers who have acquired seniority as defined in this Article shall be placed on un-requested leave of absence in fields in which they are licensed and currently teaching in the inverse order of seniority in the subject matter categories covered

by this Agreement. If the placement of any Teacher on un-requested leave of absence would result in a violation of the District's affirmative action plan, the District may retain the Teacher with less seniority and the next senior Teacher in the field shall be placed on un-requested leave of absence.

The District and the Hopkins Education Association agree that the School District has the right to add or subtract time beyond a full-time position (1.0 FTE) without invoking bumping rights or application of reduction-in-force procedures.

J. Bumping Rights

A Teacher to be placed on un-requested leave of absence will have the right to displace (bump) a Teacher lower on the seniority list who is employed in a position for which both are qualified as defined in this Article. The School District will make staff assignments on the basis of an individual's bumping rights unless the Teacher who is eligible to bump notifies the Human Resources Administrator, in writing and within ten (10) days of receipt of notice of assignment, that the Teacher does not intend to exercise this right.

K. Realignment

The School District shall not be required to reassign or realign a senior Teacher to a different subject matter category to accommodate the seniority claims of a junior Teacher, nor shall the School District be required to assign a senior Teacher to a substantially different grade-level assignment to accommodate the seniority claims of a junior Teacher.

L. Status While on Leave

Any Teacher placed on un-requested leave of absence shall remain eligible for all hospital/medical and dental insurance plans subject to the approval of the insurance carrier but must pay the entire premium during the period of such leave. A Teacher shall retain his/her seniority date during the time spent on un-requested leave.

M. Reinstatement

Except as otherwise provided in this Article, no new Teacher shall be employed by the School District while an available and qualified Teacher is on un-requested leave of absence in the subject matter category in positions covered by the Agreement. Teachers placed on un-requested leave of absence shall be reinstated to available positions covered by this Agreement in the subject-matter categories, in which they are qualified, as such positions become vacant. The School District shall determine vacant positions. The order of reinstatement shall be in the inverse order in which Teachers were placed on un-requested leave of absence.

When placed on un-requested leave, a Teacher shall file, with the Assistant Superintendent, his/her phone number and the address to which any reinstatement or availability of position should be mailed. Notice of any applicable vacancies shall be sent to the senior, qualified Teacher by registered mail. The Teacher shall respond in writing to the notice within twenty (20) calendar days of the notice if the Teacher wishes to accept the position. Failure to accept the position, in writing, within twenty (20) calendar days shall constitute a waiver of any further rights to reinstatement. Failure of a notice to reach a Teacher on un-requested leave shall not be the responsibility of the District if the notice has been mailed as provided herein.

In the event a notice of reinstatement is given to any Teacher after August 15th of any school year, the Teacher shall have the right to defer, until the beginning of the next succeeding school year, the effective date of return to actual service. A Teacher electing to defer reinstatement will be granted a one (1)-year, personal leave of absence. Teachers with current teaching assignments, who are on a partial, un-requested leave of absence, shall not be eligible to return to a vacancy occurring after September 1st, except by mutual agreement. In such a case the effective date of full reinstatement shall be deferred until the beginning of the succeeding school year. The Teachers will be granted a one (1)-year, partial leave of absence.

Any Teacher on un-requested leave of absence shall not lose recall rights by reason of refusal to accept a position, for which the Teacher is qualified and licensed, which has fewer hours per week than contracted for at the actual time of placement on un-requested leave of absence.

In the event a Teacher accepts a recall, but the effective date of return is deferred, the School District shall be free to fill the vacant position on a temporary basis from any source, without regard to Teachers remaining on un-requested leave of absence.

N. Termination of Rights

A Teacher's seniority rights, unrequested leave of absence, and reinstatement rights, if any, shall terminate upon the earliest of the following events:

1. resignation;
2. severance;
3. discharge or termination of contract;
4. failure to return at the expiration of a leave of absence;
5. failure to give written notification to the School District accepting reinstatement to a position, including, if applicable, notification of an

election to defer the effective date of return to actual service within the time lines prescribed within this Article;

6. failure to file with the District, by April 1st of any school year, a written statement requesting reinstatement; or
7. the expiration of five (5) years from the effective date of placement on un-requested leave of absence without recall.

ARTICLE XVII. PROGRESSIVE DISCIPLINE*

The Association and the District have agreed to implement the tenets of progressive discipline* to ensure the highest quality of professionalism and instruction for our students. Teachers may be given an oral warning, a written warning, suspension with pay, suspension without pay, or may be terminated for good and sufficient reason. Suspension without pay shall take effect upon the Teacher's receipt of written notification from the Teacher's immediate supervisor and Assistant Superintendent. The written notification will state the grounds for suspension and will notify the Teacher that he/she may make a written request, within five (5) calendar days after receipt of such notification, for a hearing before the Superintendent of Schools to review the suspension. In the event the Teacher does not request a hearing within the five (5)-calendar-day period, the Teacher shall be deemed to have acquiesced to the suspension. If the Teacher requests a hearing within the five (5)-calendar-day period, the hearing shall take place within ten (10) calendar days after receipt of the request. In the event the Superintendent reverses or reduces the suspension, the Teacher shall be compensated for any salary loss during the period of suspension not affirmed by the Superintendent. The Teacher shall be notified of the date, time, and place of the Superintendent's hearing and the Superintendent shall issue a decision within ten (10) calendar days after the conclusion of the hearing. The decision of the Superintendent shall be subject to Article XII as provided in this Agreement. After the Superintendent's decision is rendered, the grievance procedure will commence at the arbitration level, provided written notification requesting arbitration is received by the Superintendent within five (5) calendar days after receipt of the Superintendent's decision.

**Progressive discipline is the imposition of the least-serious disciplinary or adverse action applicable to correct misconduct with penalties imposed at an escalating level of subsequent offenses.*

ARTICLE XVIII. DURATION AND RENEGOTIATION OF CONTRACT

A. Master Agreement

The employer shall make available to each Teacher access to a copy of the Master Agreement following ratification. This may be in electronic format.

B. Individual Contracts

All Teachers employed by the District in other than substitute capacity shall have a probationary, continuing, or temporary contract. ABE/ECFE Teachers shall be employed consistent with Minnesota's Statute.

C. Term of Contract

This Master Agreement shall become effective July 1, 2017, unless provided otherwise herein, and shall continue in full force and effect until and including June 30, 2019, and for biennial periods thereafter, except as modified or terminated in accordance with the provisions of this article.

D. Effect of Contract

Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Master Agreement, are hereby superseded.

E. Termination or Modification

Either party desiring to terminate or modify this Master Agreement must notify the other party in writing at least ninety (90) calendar days, but not more than one-hundred-and-eighty (180) calendar days, prior to June 30, 2019. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

F. Negotiations During Term

The parties mutually acknowledge that, during the negotiations which resulted in this Master Agreement, each had the opportunity to make requests and proposals regarding terms and conditions of employment for Teachers. All understandings and agreements arrived at by the parties are set forth in this Master Agreement. For the duration of this Master Agreement, the Employer and the Association each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Master Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Master Agreement was negotiated or executed; provided, however, that any provision of this Master Agreement may be amended in writing at any time by mutual consent of the parties.

G. Provision Contrary to Law

Any portion of this Master Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If Teachers' compensation or benefits are implicated by a ruling of the Internal Revenue Service, the parties shall meet to negotiate a solution. The provisions of this Master Agreement shall be severable, and if any provision

hereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of such provisions under other circumstances. The Employer and the Association shall meet to negotiate an amended clause to replace any invalid provision.

H. Full Agreement

The Employer and the Association agree that this Master Agreement contains all of the terms and conditions of employment which have been arrived at and that the Employer shall not be obligated to provide or maintain any terms or conditions of employment not provided herein.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

HOPKING EDUCATION ASSOCIATION

HOPKINS'S PUBLIC SCHOOLS 270

President HEA

Chairperson of the School Board

Negotiator

Superintendent

Negotiator

Director of Business Services

Negotiator

Assistant Superintendent

Dated this 8th day of February, 2022

APPENDIX A: BASE-COMPENSATION CHART

2021-2022				2022-2023			
LANE	MIN		MAX	LANE	MIN		MAX
BA	43,527		63,500	BA	45,627		65,024
BA 10* (15)**	44,540		67,354	BA 10* (15)**	46,640		68,970
BA 20* (30)**	45,555		71,051	BA 20* (30)**	47,655		72,756
BA 30* (45)**	46,918		74,737	BA 30* (45)**	49,018		76,531
BA 40* (60)**	48,262		79,438	BA 40* (60)**	50,362		81,345
MA	48,262		80,276	MA	50,362		82,203
MA 10* (15)**	49,612		82,792	MA 10* (15)**	51,712		84,779
MA 20* (30)**	50,965		84,467	MA 20* (30)**	53,065		86,494
MA 30* (45)**	52,656		85,726	MA 30* (45)**	54,756		87,783
MA 40* (60)**	54,349		87,826	MA 40* (60)**	56,449		89,934
SPEC	56,376		89,499	SPEC	58,476		91,647
PHD	57,728		91,597	PHD	59,828		93,795

* Semester Credits

** Previous amount of quarter credits

Experiential Increment: Teachers, who successfully complete the annual observational process, will receive a \$2,000.00 (two thousand dollar) salary increase for 2021 school year and will receive \$2,100.00 (two thousand one hundred dollar), provided it does not exceed the maximum, base-level compensation associated with their attained educational level.

Educational Increment: Teachers, who submit documentation supporting the attainment of an educational increment, shall receive a \$2,000.00 (two-thousand-dollar) salary increase for each increment attained*, provided it does not exceed the maximum. Submissions during the year will be prorated based on the remaining number of days in the year, and the complete \$2000 will be reflected on the following year's contract (green sheet).

Minimum Adjustment: Teachers, who were at the lane's **minimum-compensation amount** for 2021-2022 shall receive an additional adjustment of \$500.00 in 2022-2023. This would create a \$2,600.00 experiential increment for 2022-2023 only.

**Each increment is unique and supporting documentation must be provided.*

APPENDIX B: CAREER DIFFERENTIALS

Years are defined as “earned years” of service credit. Credit is given AFTER a year of service is completed.

***Semester Credits **Previous amount of quarter credits**

2021-22:	BA	BA10* (15)**	BA20* (30)**	BA30* (45)**	BA40* (60)**	MA	MA15	MA10* (30)**	MA30* (45)**	MA40* (60)**	SPEC	PhD
15	3,150	3,400	3,650	3,900	4,150	4,400	4,650	4,900	5,150	5,400	5,650	5,900
16	4,000	4,250	4,500	4,750	5,000	5,250	5,500	5,750	6,000	6,250	6,500	6,750
17	4,550	4,800	5,050	5,300	5,550	5,800	6,050	6,300	6,550	6,800	7,050	7,300
18	5,100	5,350	5,600	5,850	6,100	6,350	6,600	6,850	7,100	7,350	7,600	7,850
19	5,650	5,900	6,150	6,400	6,650	6,900	7,150	7,400	7,650	7,900	8,150	8,400
20	6,350	6,600	6,850	7,100	7,350	7,600	7,850	8,100	8,350	8,600	8,850	9,100
21	6,900	6,150	7,400	7,650	7,900	8,150	8,400	8,650	8,900	9,150	9,400	9,650
22	7,450	7,700	7,950	8,200	8,450	8,700	8,950	9,200	9,450	9,700	9,950	10,200
23	8,000	8,250	8,500	8,750	9,000	9,250	9,500	9,750	10,000	10,250	10,500	10,750
24	8,550	8,800	9,050	9,300	9,550	9,800	10,050	10,300	10,550	10,800	11,050	11,300
25	9,100	9,350	9,600	9,850	10,100	10,350	10,600	10,850	11,100	11,350	11,600	11,850
26	9,650	9,900	10,150	10,400	10,650	10,900	11,150	11,400	11,650	11,900	12,150	12,400
27	10,200	10,450	10,700	10,950	11,200	11,450	11,700	11,950	12,200	12,450	12,700	12,950
28	10,750	11,000	11,250	11,500	11,750	12,000	12,250	12,500	12,750	13,000	13,250	13,500
29	11,300	11,550	11,800	12,050	12,300	12,550	12,800	13,050	13,300	13,550	13,800	14,050
30	11,850	12,100	12,350	12,600	12,850	13,100	13,350	13,600	13,850	14,100	14,350	14,600

***Semester Credits **Previous amount of quarter credits**

2022-23:	BA	BA10* (15)**	BA20* (30)**	BA30* (45)**	BA40* (60)**	MA	MA10* (15)**	MA20* (30)**	MA30* (45)**	MA40* (60)**	SPEC	PhD
15	3,150	3,400	3,650	3,900	4,150	4,400	4,650	4,900	5,150	5,400	5,650	5,900
16	4,300	4,550	4,800	5,050	5,300	5,500	5,800	6,050	6,300	6,550	6,800	7,050
17	4,850	5,100	5,350	5,600	5,850	6,100	6,350	6,600	6,850	7,100	7,350	7,600
18	5,400	5,650	5,900	6,150	6,400	6,650	6,900	7,150	7,400	7,650	7,900	8,150
19	5,950	6,200	6,450	6,700	6,950	7,200	7,450	7,700	7,950	8,200	8,450	8,700
20	6,650	6,900	7,150	7,400	7,650	7,900	8,150	8,400	8,650	8,900	9,150	9,400
21	7,200	7,450	7,700	7,950	8,200	8,450	8,700	8,950	9,200	9,450	9,700	9,950
22	7,750	8,000	8,250	8,500	8,750	9,000	9,250	9,500	9,750	10,000	10,250	10,500
23	8,300	8,550	8,800	9,050	9,300	9,550	9,800	10,050	10,300	10,550	10,800	11,050
24	8,850	9,100	9,350	9,600	9,850	10,100	10,350	10,600	10,850	11,100	11,350	11,600
25	9,400	9,650	9,900	10,150	10,400	10,650	10,900	11,150	11,400	11,650	11,900	12,150
26	9,950	10,200	10,450	10,700	10,950	11,200	11,450	11,700	11,950	12,200	12,450	12,700
27	10,500	10,750	11,000	11,250	11,500	11,750	12,000	12,250	12,500	12,750	13,000	13,250
28	11,050	11,300	11,550	11,800	12,050	12,300	12,550	12,800	13,050	13,300	13,550	13,800
29	11,600	11,850	12,100	12,350	12,600	12,850	13,100	13,350	13,600	13,850	14,100	14,350
30	12,150	12,400	12,650	12,900	13,150	13,400	13,650	13,900	14,150	14,400	14,650	14,900

APPENDIX C

EXTRA DUTY SCHEDULES

A. Teachers assigned to and performing the following additional assignments, duties, responsibilities, or activities shall be compensated, in addition to their position on the Base-Compensation Chart, in accordance with the compensation schedules established by this Appendix.

B. Compensation for Extra-Duty Assignments

1. The following schedule of payments shall be made for extra duties performed by a Teacher during a preparation period or outside of the duty day:

- a. School Safety Patrol Supv. \$10.00 / ½ hour
- b. Detention \$10.00 / ½ hour
- c. Additional classroom \$40.00/hour
- d. ALC Instruction* \$40.00/hour
- e. Extended-year programming Pro-rated

*Inclusive of ALC summer sessions for our elementary and junior high programming.

2. The supplemental compensation shall be made only when the time involved in performing such extra duties is outside of the normal duty day or when the Teacher's Base-Compensation-Chart compensation is reduced by the amount of the supplement payment.

- a. Tutoring or homebound teaching, summer school teaching, summer library, summer music, writing team, swimming instructor, observatory instructor, and/or additional duties assigned and performed during the summer months will be paid at the following rates, effective with the beginning of the new school year:

\$40.00/hour

C. Compensation for Extra-Curricular Assignments.

1. Extra-curricular compensation represents a substantial financial commitment on the part of the Employer to advise and/or coach students participating in these

activities. Because of the varying responsibilities, training, experience, amount of time, and students' participation included in each activity, a flexible schedule of compensation is necessary to compensate personnel assuming such duties. To meet these needs, the following schedule and conditions of compensation are adopted.

2. Compensation Schedule.

a. Activities

Yearbook advisor - SH	\$4,413
Yearbook advisor - JH	\$3,064
Newspaper advisor - SH	\$4,339
Newspaper advisor - JH	\$2,271
Literary magazine advisor - SH	\$452
Math league advisor - SH	\$2,734
Honor Society advisor	\$1,395
Student-government advisor - SH	\$1,625
Student-council advisor - JH	\$1,625
In-service instructors	\$40.00/hour

b. Assignments for Leadership.

Curricular / Instructional Coordinator	\$4,663
Special Services Lead Positions	
Special-services' coordinator	\$2,981
Counseling lead	\$1,981
Senior-High Lead Positions	
Building's Instructional-Leadership Team	\$40.00/hour
	max \$3,000/member*
Building's Operations' Team	\$40.00/hour
	max \$1,000/member*
Staff development	\$1635
<i>*All hours must be preapproved.</i>	

Teachers assuming curricular leadership roles in senior high will time-card any work done outside the duty day. Meetings scheduled during the duty day and covered by substitutes will not be eligible for time carding.

JH Lead Positions	
Building's Instructional-Leadership Team	\$40.00/hour max \$3,000/member*
Middle-Years' Program (MYP)	\$40.00/hour max \$1,000/member*
Staff development*	\$1,609

Teachers assuming curricular leadership roles in junior high will time-card any work done outside the duty day. Meetings scheduled during the duty day and covered by substitutes will not be eligible for time carding. Hourly pay will be \$40/hour for the time cards.

Elementary Lead Positions:	
ELL	\$1,981
Health / family life	\$1,635
Literacy	\$2,363
Math	\$2,635
Music	\$1,981
Physical education	\$1,981
Science	\$1,635
Social studies	\$1,635
Staff development (also for Harley Hopkins)	\$1,635

Elementary Lead Positions:

Teachers assuming curricular leadership roles in elementary will time-card any work done outside the duty day. Meetings scheduled during the duty day and covered by substitutes will not be eligible for time carding. Hourly pay will be \$40/hour for the time cards. The maximum earning per leadership position will be \$1600.00.

Staff-development for elementary will remain as a stipend of \$1,700.00 per year.

D. Compensation for Use of Vehicle

Teachers who are required to use their personal vehicle in the performance of assigned official school duties shall be compensated at the rate as per IRS regulations.

E. Stipend for Traveling Teachers

Classroom instructors who must travel between/among buildings during a duty day will receive a stipend due to the resulting loss of instructional preparation time. The stipend will be paid at the end of the year and determined as follows:

The annual stipend for teachers, who travel between/among sites, is \$1000.00. This stipend will be prorated as per the number of days traveled during the year if fewer than the number of teaching days noted in the official calendar for each level.

The stipend will not be available to individuals who already receive adjustments in their schedules to allow time for traveling between/among sites. In addition, it will not be available to persons, whose primary responsibilities do not include direct, classroom instruction.

F. Compensation for Assignments in Music and Art

SUBJECT	SITE	STIPEND	UNIT	ALLOCATION
<i>BAND</i>	<i>HHS</i>			
Per Concert		\$110	Each	10
Pops Concert		\$550	Each	1
LK Conference Contest/Fest		\$375	Each	4
EX Performing Group*		\$1,320	Each	3
Solo/Ensemble		\$300	Each	2
Pep Band		\$3,300	Includes up to 16 performances	1
<i>ORCHESTRA</i>	<i>HHS</i>			
Per Concert		\$110	Each	8
LK Conference Contest/Fest		\$375	Each	4
EX Performing Group*		\$1,320	Each	3
Solo/Ensemble		\$300	Each	2
<i>VOCAL</i>	<i>HHS</i>			
Per Concert		\$110	Each	10
LK Conference Contest/Fest		\$375	Each	4
EX Performing Group*		\$1,320	Each	4
Solo/Ensemble		\$300	Each	2

BAND	NJH			
Per Concert		\$110	Each	6
EX Performing Group*		\$1,320	Each	3
ORCHESTRA	NJH			
Per Concert		\$110	Each	5
EX Performing Group*		\$1,320	Each	1
VOCAL	NJH			
Per Concert		\$110	Each	3
EX Performing Group*		\$1,320	Each	1
BAND	WJH			
Per Concert		\$110	Each	5
EX Performing Group*		\$1,320	Each	3
ORCHESTRA	WJH			
Per Concert		\$110	Each	3
EX Performing Group*		\$1,320	Each	1
VOCAL	WJH			
Per Concert		\$110	Each	3
EX Performing Group*		\$1,320	Each	1
Café Concert		\$300	Each	1
MUSICAL/VARIETY SHOW				
	TG, EIS	\$600	Each	1 per site
CHINESE	EIS XX	\$600	Each	1
ART				
Scholastic Art Show	All	\$110	Each	1 per teacher
Youth Art Month Dist Show	All	\$110	Each	1 per teacher

** It is understood that Teachers of performing groups have their students participating in various festivals and large-group contests, and that these Teachers must accompany students to them outside the school day. A Teacher may apply for a stipend, provided his/her time is required for a minimum of 3 hours outside the contracted day. This category addresses local activities and does not apply to field trips that involve travel out of Minnesota or over-night activities.

Note: Each Teacher must apply for each stipend for which he/she qualifies. Applications will be provided by the Director of Innovation, Design, and Learning or designee and must be submitted for preapproval. The director or coordinator will then submit the necessary paperwork to the building/site for the processing of payment.

Note: There are no concert stipends included in this schedule for elementary music teachers. In lieu of stipends, each elementary music Teacher will be able to take exchange time on conferencing days and/or at another time that is mutually agreed upon by the Principal and the Teacher. Each Teacher will submit the planned time to the building's Principal for approval. The time is to compensate for the concert activities performed outside the duty day. For example: if a teacher offers two performances during the year at 2 hours each, then the total comp time that can be requested is 4 hours. The maximum compensatory time allowable under this provision is sixteen (16) hours per 1.0 FTE or prorated accordingly.

Note: The high-school, pep-band stipend includes up to 16 performances. Should that group be asked to do additional performances, the pep-band director will be compensated at \$110 per performance. If the performance is for a sporting event, the stipend will be paid from the athletics' budget, not from Appendix C. The individual stipends for concerts do not apply to pep-band performances.

*For an extra group to qualify for the \$1,320 stipend, it is assumed that the group will run for at least twenty-five (25) weeks at 70 minutes of rehearsal per week or thirty-three (33) weeks for 45-minutes per week. If the group runs for a fraction of those times, it is expected that the leader will apply for a proportional stipend figured at \$40 per hour. These stipends include any extra performances. No Teacher may run 2 groups at the very same time and collect double stipends.

If a teacher holds one concert on a day/evening, the stipend will be \$110.00. If the teacher holds concerts for 2 groups on the same day/evening, one following the other but not performing together, the stipend will be \$165.00. If the teacher holds concerts for 3 different groups on the same day/evening, one following the other but not performing together, the stipend will be \$220.00. This stacking of concerts would NOT apply if combining concerts for classroom groups with any groups with other stipends like "extra performing groups."

All stipends, full or adjusted, must be **preapproved by the Director of Innovation, Design, and Learning or designee.**

.....

1. Memorandum of Understanding

Initiatives

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

The District and HEA agree that education is ever changing, and, while initiatives are most often positive and borne of good intention, the potential adverse impact on teachers' time and the District's professional-development capacity must be intentionally considered.

Therefore, the District and HEA agree to continue the process for analysis, review, and implementation that was started in 2015-2016 as defined in the Master Agreement from 2015-2017.

DATED: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

2. Memorandum of Understanding

Teacher on Special Assignment and Leadership Positions: Rotation and Posting

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

Buildings', sites', and District's leadership positions will be re-posted after five (5) years of incumbency. There is no requirement that a new individual be placed in the re-posted position. An incumbent may be rehired for the same position for the next two (2) year

cycle, should the selection process move them forward as the best candidate for the position.

All positions that are paid, either via stipend or FTE, must be officially posted to ensure availability to all. Volunteer positions must be offered to all with an explanation of the process for selecting if not all interested can be placed in the group.

DATED: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

3. Memorandum of Understanding

Title-One and Learning-Support Teachers: Performance Bonus

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

The HEA and the District agree that a performance bonus of \$400 per FTE will be available for Title 1 Teachers, who successfully complete their observations, determined as meeting expectations, and participate fully in PLCs. The coordinator for Title 1 will assume the responsibility of reviewing the work done in the PLCs and provide the results to the Director of SPED. The administrators doing the observations will submit the results to the Director of SPED. Once the SPED Director has received the noted materials, s/he will, in turn, award the FTE % of the bonus.

The funding for any performance bonus for Title-1 teachers will come from the Title-1 budget as managed through the office of the Director of SPED and not impact the general fund or HCM’s funds.

DATED: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

4. Memorandum of Understanding

Mentorship Program

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

The District and the HEA are committed to supporting the District’s Mentorship Program and the accompanying increased expectations for non-tenured faculty members. The purpose of this program is to support new teachers through a collegial, team approach to help new Teachers develop a strong, lifelong, career foundation. The primary goal of the mentorship program is to nurture and retain excellent Teachers by providing all newly hired Teachers with meaningful mentoring to help them develop the necessary skills to become more effective members of our faculty. As money is available and budgeted for this program, the following activities will be supported:

1. All Teachers new to Hopkins will be expected to attend up to five (5) additional days of in-service education prior to the start of a school year as part of their employment contract. The District will schedule these days as part of its calendar-setting process. These days do not include additional compensation.
2. Second (2nd) year, probationary Teachers will be supported through the mentorship program. Third (3rd) year probationary Teachers may access support from administrators or building or academic/instructional coaches.
3. For all Teachers new to Hopkins, there may be additional hours of professional development activities as determined by the Director of Innovation, Design, and Learning or the site administrator. For required activities outside the duty day, compensation will be either micro-credential or \$40.00/hour. For optional activities outside the duty day, compensation will be either micro-credential or \$20.00/hour.
4. Teachers returning from a leave, changing grade levels, or changing buildings can have the option to participate in mentorship trainings, and they will be compensated at \$20/hour as funds allow. These Teachers are responsible for contacting the professional-development lead for training dates and times.
5. Along with District’s and site’s support for probationary Teachers, year-1 Teachers will be assigned a site-level mentor, who is responsible for assisting the new Teacher with information about site’s procedures, practices, and culture. The site’s mentor will be paid a stipend of \$300.00 for the year, inclusive of time spent with the new teacher prior to the start of the contracted year. The site’s mentor is expected to demonstrate evidence

6. Memorandum of Understanding

Expanded Severance Program

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows

The Hopkins Education Association and the District have agreed to implement an Expanded Severance Program.

The Expanded Severance Program seeks to provide experienced Teachers with the opportunity to take early retirement and reduce the labor costs for the District. The Expanded Severance Program lowers the in-district service eligibility requirement from twenty (20) years to fifteen (15) years and prorates the benefits established by Article XIII (Severance Pay and Resignation).

The HEA and the District have agreed to modify the threshold qualifications, eligibility notice requirements, and benefit formula of Article XIII (Severance Pay and Resignation) as follows:

Article XIII: Severance Pay and Resignation

A. Severance

1. Threshold Qualifications.

A retiring Teacher shall, pursuant to Minn. Stat. Section 122A.48, be eligible for a severance benefit, provided that the Teacher has accumulated sufficient sick leave under the Benefit Formula of Article XIII (A) (3) and

- a. has reached the age of fifty-five (55) during the year (July 1 - June 30) after the completion of which the Teacher is eligible, and
- b. has fifteen (15) or more years of full-time teaching experience with the Employer, or
- c. has fifteen (15) or more years of less-than-full-time teaching experience with the Employer, in which case, such Teacher shall receive a prorated, part-time, yearly severance incentive based on the mean average of the top fifteen (15) years of contracted service multiplied by the Base-Compensation-Chart placement in the Teacher’s last year of teaching. (*Note: Unpaid leaves of absence*

will not be credited towards meeting the fifteen (15) - year, teaching-experience requirement.)

2. Eligibility

The severance benefit shall be provided only to Teachers who qualify, based on the provisions of Article XIII (A) (1). Letters of resignation to qualify for severance benefits must be submitted on or before February 1, of the duty year, at the end of which, the teacher wishes to resign.

3. Benefit Formula.

A qualifying and eligible Teacher, under the provisions of Article XIII (A) (1) and (A) (2) above, electing retirement at the completion of the duty year (July 1 - June 30), shall receive a severance benefit in accordance with the following schedule:

- a. A Teacher who has a minimum of forty-five (45) days of accumulated sick leave at the time of severance will receive either $\frac{3}{4}$, $\frac{4}{5}$, $\frac{17}{20}$, $\frac{9}{10}$, or $\frac{19}{20}$ of one year's Base-Compensation-Chart income. This will be determined by dividing years of service by 20. *(Note: Unpaid leaves of absence will not be credited towards meeting the, fifteen (15)- year, teaching-experience requirement.)*
- b. A Teacher who has between twenty-two and forty-four (44) days of accumulated sick leave at the time of severance will receive seventy-five (75) % of either $\frac{3}{4}$, $\frac{4}{5}$, $\frac{17}{20}$, $\frac{9}{10}$. or $\frac{19}{20}$ of one year's Base-Compensation-Chart income. This will be determined by dividing years of service by 20. *(Note: Unpaid leaves of absence will not be credited towards meeting the, fifteen (15)- year, teaching- experience requirement.)*

4. Payment

- a. The severance benefit of a qualified and eligible Teacher shall be paid in accordance with Article XIII (A) (4 and 5).
- b. In order to participate in the VEBA, Teachers must sign a "Participation Agreement." The agreement will require the Teacher to verify that only eligible expenses will be submitted for reimbursement.

5. Method of Payment

Severance payments shall be comprised of three (3) equal payments, with the first (1st) payment due on January 15th of the year following retirement. The second (2nd) payment shall be paid one year after the first (1st), on January 15th. The third (3rd) and final payment shall be paid eight (8) months after the second (2nd), on September 15th.

6. Beneficiary

In the event of the death of a Teacher prior to the full payment of the severance benefit, the remaining benefit shall be made to the beneficiary designated by the Teacher. Payments will be made in accordance with Article XIII, sections (A) (4) and (A) (5).

7. Health-Medical Insurance

Teachers eligible for the severance benefit, as established by Article XIII (A) (2), may elect to continue to participate in the hospital/medical insurance program and the dental insurance program, as established by Article XI (A) and (D). Participation in the referenced insurance programs may continue indefinitely pursuant to Minn. Stat 471.61. The Employer shall pay up to 3/4, 4/5, 17/20, 9/10, or 19/20 of \$320* of the monthly premium cost of the single, hospital/medical insurance available to a Teacher under this Master Agreement for which the Teacher is eligible and enrolled. The Employer's contribution will continue until the participant becomes eligible for Medicare or another insurance program. A Teacher electing to participate shall pay the balance of the full, monthly premium for hospital/medical insurance and the full, monthly premium (single and family) for the dental insurance program for which the Teacher is eligible and enrolled.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

7. Memorandum of Understanding

ABE/ECFE Expanded Severance Program

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

The Expanded Severance Program seeks to provide experienced Teachers with the opportunity to take early retirement and reduce the labor costs for the District. The Expanded Severance Program lowers the in-district service eligibility requirement for ABE/ECFE Teachers from twenty (20) years to fifteen (15) years and prorates the benefits established by Article X.I. (J) (Severance for ABE/ECFE) of the HEA Master Agreement.

The HEA and the District have agreed to modify the threshold qualifications, eligibility notice requirements, and benefit formula of Article X.I. (J) (Severance for ABE/ECFE) of the Master Agreement as follows:

Article XIII: Severance Pay and Resignation

A. Severance

1. Threshold Qualifications.

A retiring Teacher shall, pursuant to Minn. Stat. Section 122A.48, be eligible for a severance benefit, provided that the Teacher has accumulated sufficient sick leave under the Benefit Formula of Article X.I. (J) and

- a. has reached the age of fifty-five (55) during the year (July 1 - June 30) after the completion of which the Teacher is eligible, and
- b. has fifteen (15) or more years of full-time teaching experience with the Employer, or
- c. has fifteen (15) or more years of less-than-full-time teaching experience with the Employer, in which case, such Teacher shall receive a prorated, part-time, yearly severance incentive based on the mean average of the top fifteen (15) years of contracted service. *(Note: Unpaid leaves of absence will not be credited towards meeting the fifteen (15) - year teaching-experience requirement.)*

2. Eligibility

The severance benefit shall be provided only to Teachers who qualify, based on the provisions of Article X.I. (J). Letters of resignation to qualify for severance benefits must be submitted on or before February 1, of the duty year, at the end of which the teacher wishes to resign.

3. Benefit Formula.

A qualifying and eligible Teacher, under the provisions of Article X.I. (J) above, electing retirement at the completion of the duty year (July 1 - June 30), shall receive a severance benefit in accordance with the following schedule:

- a. A Teacher who has a minimum of forty-five (45) days of accumulated sick leave at the time of severance will receive either 3/4, 4/5, 17/20, 9/10, or 19/20 of the amount established in Article X.I. (J). *(Note: Unpaid leaves of absence will not be credited towards meeting the, fifteen (15)- year, teaching- experience requirement.)*
- b. A Teacher who has between twenty-two and forty-four (44) days of accumulated sick leave at the time of severance will receive seventy-five (75) % of either 3/4, 4/5, 17/20, 9/10, or 19/20 of Article X.I. (J). *(Note: Unpaid leaves of absence will not be credited towards meeting the, fifteen (15)- year, teaching- experience requirement.)*

4. Payment

- a. The severance benefit of a qualified and eligible Teacher shall be paid in accordance with Article X.I. (J)
- b. In order to participate in the VEBA, Teachers must sign a “Participation Agreement.” The agreement will require the Teacher to verify that only eligible expenses will be submitted for reimbursement.

5. Method of Payment

Severance payments shall be comprised of three (3) equal payments, with the first (1st) payment due on January 15th of the year following retirement. The second (2nd) payment shall be paid one year after the first (1st), on January 15th. The third (3rd) and final payment shall be paid eight (8) months after the second (2nd), on September 15th.

6. Beneficiary

In the event of the death of an ABE/ECFE Teacher prior to the full payment of the severance benefit, the remaining benefit shall be made to the beneficiary designated by the ABE/ECFE Teacher. Payments will be made in accordance with Article XIII, section (A) (5).

This Memorandum of Understanding will expire on June 30, 2019

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

8. Memorandum of Understanding

Special Education

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

The District and HEA share the belief that every student with special needs deserves the time and attention to ensure high-quality learning; that caseloads have created a heavy working load where testing, meetings, and paperwork can outweigh actual teaching time with students; the needs of these students vary greatly and require different levels of support and attention; and the legal timelines often result in work extending into a Teacher’s private, unpaid time.

Further, the District and HEA acknowledge the need to comply with the policy on workloads and note that workloads are a mandatory subject of bargaining under PELRA.

Therefore, the District and HEA agree to implement the following:

SCHEDULES:

A. Duty Day/Preparation Time:

The standard of preparation time reserved for SPED Teachers providing direct instruction as part of their assignments will be at least equal to the preparation time provided for other Teachers at the school to which the SPED Teachers

are assigned. It is agreed that the best practice would be for sixty (60) minutes a day, with two (2) blocks of time that are both twenty (20) minutes or longer.

Elementary Teachers, who travel to all buildings, will be guaranteed the same as a K-6 Teacher. ECSE Teachers will have equivalent preparation time to that of the junior-high, SPED Teachers. SPED Teachers, who have autonomy for building their own schedules, will be responsible for managing their prep time in accordance with the agreements in this MOU. It will not be the Teacher's responsibility to provide substitute instructors or other staffing to provide the preparation time.

B. Additional Support Time:

Teachers will be provided with access to a minimum of three (3) additional days of time that can be used for due process responsibilities, IEP meetings, evaluations, and other responsibilities that are specific to special education. Additional time may be provided with the approval of the Director of Special Services or designee.

In addition, it is agreed that two (2) half-days will be provided during non-student contact days for due process activities that would not require teachers to provide substitute teacher plans. Specific possibilities include but are not limited to professional development days, conference days, and President's Day.

Finally, multiple evening during the school year will be provided for staff to receive support and coaching on IEP construction and time for due process completion.

C. Meetings: Article VI (K) will apply to ECSE Teachers.

D. Conferencing Days: SPED Teachers may use conferencing days for IEP meetings. If it is not possible due to scheduling conflicts for the parents or the length of the expected IEP meeting, SPED Teachers will keep logs of any IEP meetings that take time outside the duty day throughout the year and arrange with the Principal or program's Director to take comp time on conferencing days.

Whenever possible, students with IEPs will be evenly distributed. If that is not possible, extra support will be intentionally considered.

ASSIGNMENTS

Caseload designation FTE for different sites and different duties must be clearly defined at the beginning of each school year, and are subject to change with reasonable notice, due to fluctuations in enrollment, numbers of students being served, and other influencing factors related to staffing.

EVALUATIONS:

All evaluations will be distributed equitably, unless a site has a dedicated evaluation team, and Teachers will have the right to request assistance (see Section B) from SPED Administrators when the number of assigned evaluations impacts the SPED Teachers' ability to meet due-process deadlines. SPED Administrators will review requests.

ITINERATE:

Visits to the home or other itinerate sites by any ECSE Teachers will be defined as direct contact time, as listed in IEP or IFSP, with the child/family, and include up to a maximum of 30 minutes for travel to and from locations that require farther travel. Overall planning must take into consideration when no travel is required. None of these minutes may be counted in the total daily prep time.

PART-TIME TEACHERS AND ADDED WORK:

ECSE Teachers agreeing to add work to their part-time schedules during the contracted year or agreeing to work during the summer to provide the required services will be paid as per their individual contracts or \$40.00 per hour, whichever amount is greater.

EXTENDED SCHOOL YEAR:

ESY is a program for students aged 3-21 with IEPs. Teachers employed for ESY will be paid as per their individual contracts or \$40/hour, whichever is the greater amount, for student contact **and any required traveling time**. Prep time is provided at 60 minutes for every 3.5 hours of instruction.

SUMMER CANCELLATIONS:

If a Teacher, not on a year-round contract, is scheduled for a home visit, and the family is not home and/or has not cancelled at least 2 hours prior to the scheduled visit, the Teacher will be paid for the time of the visit and for travel.

BIRTH-3, YEAR-ROUND CONTRACT:

B-3 Teachers will be on year-round contracts extending from July 1 to June 30 in a given year, paid in 24 equal paychecks. Teachers, who wish to have autonomy of scheduling, will provide a proposed calendar for the upcoming year to SPED Administration by May 15. Administration will respond by June 15. By July 1 in the given year, SPED Administration will finalize the calendar for that year. Alterations to the calendar will be considered for approval when requested at least 30 calendar days before the change. Calendars are to include all workshop, staff-development, and conferencing days on the K-12 calendar, and these are not considered for student contact.

Birth-3

Home visits for birth-to-3 Teachers will be defined as up to 90 minutes of direct service. That will include 60 minutes for the actual connections with children and families and up to 30 minutes transfer time to and from sites that require travel.

The average face-to-face (direct-service) time will be a minimum of 55% per week, which is 22 hours.

When a Teacher agrees to substitute or take any kind of overage to serve students in birth-to-3, the time will be paid as per diem for those teachers or \$40/hour, whichever amount is greater.

CHILD-STUDY MEETINGS:

A SPED Teacher will only be required to attend a child-study meeting or a portion of that meeting when the Teacher has a child on the agenda. Some “child-study” meetings may have a different focus like programming and/or problem solving, and all SPED teachers will be invited to participate. The department’s lead will work with the SPED secretary to plan a comprehensive agenda. Child-study meetings are not part of teacher preparation minutes.

If a nurse is required to attend a meeting outside of the duty day (child-study, IEP, evaluation sharing), the nurse has the following options: (1) the nurse will be paid as per the individual contract or \$40.00 whichever is greater; (2) the nurse may arrange with the site’s administrator to exchange time on conference days; or (3) the nurse may use either or both options as compensation for the extra time.

Administrators and student support teams will meet with the building SPED team to address the behavior plans that are in place for the coming school year. Specific attention will be given to the need to make sure plans are distributed to those staff members who are directly responsible for providing services to students who have behavior plans.

Behavior plans will be reviewed and altered should there be a need to address behaviors that are impacting a SPED Teacher’s ability to deliver academic instruction or services with fidelity.

CASELOADS:

The District agrees to maintain timely and accurate records of case- management numbers (students for whom a Teacher is responsible for due-process paperwork) and caseloads (students served by SPED Teachers), current to at least the previous month, and to provide records of same to the Superintendent, upon request.

THIRD-PARTY BILLING:

In accordance to State Statute 125A.21 THIRD-PARTY PAYMENT, 3rd-party billing should be completed by districts for health-related services provided to

students with disabilities. These services include physical therapy, speech, occupational therapy, CTSS (mental health), social work, nursing, personal-care assistance, assistive-technology devices, special transportation, and oral-and-sign-language interpreter services.

Teachers, who provide these services, are expected to submit billing regularly and should schedule a reasonable amount of time for this on a daily and/or weekly basis to stay current (up to 5 minutes per billable student per week to complete billing, and up to a maximum of 120 minutes per week to complete billing). Additional support time can be requested should it be needed (see Section B).

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

9. Memorandum of Understanding

Speech/Language Pathologists: CCC Fellowship Year

This Memorandum of Understanding is entered into between the Hopkins’s Public School 270 (hereinafter referred to as the “District”) and the Hopkins’s Education Association (hereinafter referred to as the “HEA”) as follows:

It is agreed that the District will reimburse the cost of a speech/language pathologist’s first Certificate of Clinical Competence. Reimbursement will take place upon proof of receipt of the card and the accompanying invoice.

Further, it is agreed that the District will reimburse identified mentors for the cost of the mentoring clinician’s certificate for the year that the clinician mentors a new speech/language pathologist to a successful completion of his/her clinical fellowship year. The stipend is \$255.00, and reimbursement will take place upon proof of receipt of the card.

Application for these stipends must be submitted to and pre-approved by the Director of Special Education.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

10. Memorandum of Understanding

Staff-Development Enhancements

This Memorandum of Understanding is entered into between the Hopkins Public School 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”), together herein referred to as the “Parties,” as follows:

It is agreed between the HEA and the School District that there is a mutual interest of the parties to continue to develop recommendations of structures and strategies that keep the Teachers’ pull-outs to a minimum during the instructional day and have the classroom Teacher present as much as is feasibly possible.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____

By _____

11. Memorandum of Understanding

Micro-credentials

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

During the 2021-2023 school year, it is agreed by the District and HEA that the pilot from the 2019-2021 Master Agreement be further developed to include the following system for the 2021-2022 and 2022-2023 school years as the system of advancement for any movement for coursework begun after August 1, 2021. For courses that commence prior to August 1, 2021 the present language in the Master Agreement applies.

The new system that will be applied to courses beginning after July 31, 2021 will suspend the language contained in Article V, Section H and Subsections 3(b), 5, 6, and 7 of

Article V, Section M. The replacement language for Article V, Section H shall be as follows:

H. Educational Increments

Teachers shall advance on the Base-Compensation Chart based on the satisfactory completion of credits earned after the completion of the Bachelor's Degree and licensure by PELSB, provided that said credits have been **approved in advance** of commencement of such course work.

Note: **All references in this section are to semester credits.** Previous language has been modified in this MOU to reflect the conversion of quarter credits. Previously earned credits (University credits, Hopkins U credits, and Board Credits) will be converted. One quarter credit will be equal to two-thirds ($\frac{2}{3}$) of a semester credit. One Board Credit will be equal to two-thirds ($\frac{2}{3}$) of a semester credit.

1. From B.A. through M.A., a minimum of 10 credits earned through undergraduate, graduate, or micro-credential courses will be required for any educational increment.
2. From M.A. through MA+40, a minimum of 10 credits earned through undergraduate, graduate, or micro-credential courses will be required for any educational increment. Undergraduate courses beyond the M.A. must be in the area of present licensure or be directly related to the pursuit of an approved additional educational license or certification.
3. B.A. +40, M.A.+40, and individuals in the SPEC and PHD lanes will be eligible to earn \$150.00 for successful completion of a micro-credential course credit. Upon completion of the course, the \$150.00 will be added to the individual's base pay. Individuals in these categories will be eligible to earn 1 micro-credentials in one school year.
4. Micro-credentials earned prior to the completion of a SPEC or PHD degree will be credited to the individual in addition to the amount of lane change that would otherwise be earned by making the SPEC or PHD move.
5. Teachers on the Base-Compensation Chart position of B.A. +40, M.A. +40, Specialist, and Doctorate shall be compensated for the actual cost, up to 600 dollars per semester credit, for all approved credits earned. Credits compensated under this provision shall not be used to qualify for incremental advancement (M.A., Specialist, or Doctorate lanes) as provided by the Base-Compensation Chart.
6. A Teacher on the B.A. +40 position of the Base-Compensation Chart shall be ineligible for further educational increment advancement until such time as the Teacher earns a master's degree. In addition, no educational increment will be granted for individuals moving from the B.A. + 40 to an M.A.
7. All graduate courses, undergraduate courses, micro-credentials, or educational programs, for which increment credit is being given, shall, in all cases, be subject to the approval of the Superintendent or designee as provided in Article V (H). In no case shall credit be granted for a graduate or undergraduate course that cannot

- be directly applied to a specific graduate or undergraduate degree with the accredited issuing institution.
8. Incremental advancement on the Base-Compensation Chart will be credited as soon as practicable after proper notification, to be effective the pay period following such notification.
 9. A Teacher desiring to receive educational-increment advancement shall file, in advance of course work, the appropriate approval form, receive approval of the request, and successfully complete all course work. Graduate course work for salary credit must be in an area that is or will be used by the Teacher in instruction or in an area that meets the present or future needs of the Employer as determined by the Superintendent or designee in their sole discretion. It is the Teacher’s responsibility to file an application with the Assistant Superintendent or designee for any change in salary status.
 10. Teachers qualifying for incremental advancement shall have the responsibility to provide evidence to the Assistant Superintendent of the satisfactory completion of approved educational credits. Satisfactory completion shall mean receipt of a grade of A, B, C, or pass. Evidence of satisfactory completion for a micro-credential shall mean a letter from the instructor or a record of completion in the professional development system.
 11. No increased compensation based on incremental advancement shall be effective until the Teacher provides evidence that the approved, educational credits have been satisfactorily completed and a request for compensation advancement has been completed in the professional development system.
 12. Micro-credential courses will be facilitated by Hopkins staff and can be internally or externally developed. All micro-credential courses must be authorized by the Superintendent or designee and are subject to final approval by the Director of Innovation, Design, and Learning.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS 270

By _____

By _____

12. Memorandum of Understanding

SAFETY

This Memorandum of Understanding is entered into between the Hopkins Public Schools 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as the “HEA”) as follows:

Subdivision 1. Pursuant to M.S. 121A.64, all teachers will receive written notice from the administration prior to placement of a student with a history of violent behavior in their classroom.

Subdivision 2. In the case of a physical assault on a teacher, the District will provide leave for Teachers as outlined in Article VII, C.

Subdivision 3. The District shall reimburse teachers for any personal property damaged by a student while a teacher is performing teaching duties.

Subdivision 4. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher’s duties. Teachers shall report such prohibited behavior to their supervisor.

DATED: February 8, 2022

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____ By _____

13. Memorandum of Understanding

Hopkins Compensation Model (HCM)

This Memorandum of Understanding is entered into between the Hopkins Public School District 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as “HEA”) as follows:

The District’s administration, the School Board, and HEA have agreed to continue with the implementation of Hopkins Compensation Model, herein after presented as HCM, a compensation system designed to create multiple career paths for Teachers, restructure the pay schedule to incorporate instructionally-based accountability, align professional development to schools’ and students’ needs, achieve buildings’ goals as set by Teachers and Principals, and maximize the use of best practices.

This agreement will be accepted under the following conditions:

- If HCM, as presented in this document, continues to be accepted by the Commissioner of Education
- If the Teachers vote to accept the terms and conditions set forth in this document
- If the District works to create time for collaboration that does not create

the need for substitute Teachers in classrooms

If, at any time, the financial support for HCM were to be withdrawn in part or in total, this portion of the Master Agreement shall become null and void, unless otherwise agreed upon by the Parties:-

It is recognized that, if there are funds remaining at the end of the year, or if the state increases the per-capita dollar amount of the reward, for the duration of this contract and MOU, any remaining funds will roll over to within HCM's budget to the following year.

Dated: May 18, 2021

HOPKINS EDUCATION ASSOCIATION HOPKINS PUBLIC SCHOOLS 270

By _____

By _____

14. Memorandum of Understanding

HCM Regulations

Definitions:

Hopkins Compensation Model: HCM

Performance Bonus: A bonus award paid to Teachers from HCM dollars per %FTE

Experiential Increment: A salary increase agreed to within the "Master Agreement" and awarded as of the first duty day of the school year. (formerly understood as a "step")

Peer Coach: A licensed Teacher hired **and trained** to coach tenured Teachers

SMART Goals: In a SMART goal process, teachers work together to create a student progress goal that is Specific, Measurable, Assessable, Relevant/Results based, and Timely. They then collaborate to plan instructional techniques and assessments to meet and monitor their goal. The idea behind this approach is to collaborate toward and attain a student-learning SMART goal using aligned pedagogy and assessments.

Collaborative Inquiry: In collaborative inquiry, teachers work to identify common challenges, analyze relevant data, and test out instructional approaches and reflect on their effectiveness. The idea behind this approach is that such systematic, collaborative work will increase student learning.

HCM: Tenured Assessment: Danielson’s rubrics will be used when **coaching** tenured Teachers. It is agreed that *a maximum of twelve (12) components from no more than three (3) domains will be used each year. These components will remain the same for a 3-year cycle, matching those used in the first year of summative evaluations, so all Teachers rotating through the summative years will have consistent expectations.*

Tier-1 Teachers do not qualify for any bonus from HCM. (Note: See MOU for Title 1)

Elements:

Responsibility for Decision:

The final determination for rewarding of bonuses will be the responsibility of administration.

Participation:

All Teachers with an annual FTE of .34 or greater will be expected to participate in all activities of HCM. Those Teachers with .333 or less may opt to participate fully for the pro-rated bonus.

Teachers in ABE, ECFE, and Title 1 are not eligible to participate. (Note: see MOU for Title 1.)

Any Teacher not required to fully participate must inform HCM’s manager of his/her intent to participate by September 15th.

Professional Pay:

With the implementation of HCM for 2021-2023, the following is agreed:

- The experiential increment (formerly “steps”) will remain in place.
- The pay scale, percentage, or dollar amount of any increases, the amount awarded for experiential increments, and the amount awarded for educational increments will be negotiated, and the membership will vote on that document separately from HCM’s documents.
- The HCM bonus will be **\$1600** per 1.0 FTE.
- The HCM bonus will be paid on June 30th for contracted Teachers and on June 15th for retiring or discontinued Teachers.
- The portion for the sites’ goals will be paid in the fall of the following year.

HCM Bonus

The performance bonus, as detailed above, is not an addition to the base

pay, is not permanent, and is relative to the Teacher's FTE. It will be awarded as per the following:

\$1599 based on successful completion of the three (3) collaborative/coaching activities, participation in PLCs during any times provided by the district during duty hours and based on FTE %. (See segment on PLCs.)

\$1 based on successful achievement of the site's goal (See below.) Any money not awarded for the site's goal will return to the basic budget for HCM for the next year.

Management of Budget:

It is understood that the total amount of the HCM dollars from the state and tax levy is not known and is dependent on the language contained in Minnesota's Statutes and the total number of students enrolled in Hopkins's schools.

The District, HEA's president, and HCM's manager will oversee the budget of HCM. This group will meet with a goal of three (3) times a year.

This Agreement provides that the expenditures will cover the following, **and only the following**, and in the order presented:

1. Bonus
2. Peer Coaches
3. HCM's manager
4. Training
5. Regular meetings of the coaches
6. Supplies
7. Activities and/or materials needed as assigned by the HCM manager.

The District and HEA agree that \$25,000 will be dedicated in each of the 2 years of this contract from the staff-development set aside to support coaching and training needs for HCM.

The District and HEA agree that .333 FTE will be paid from the SPED budget to help support peer coaches working solely with SPED Teachers.

Determination of Successful Completion: Collaborative/Coaching Activities

The award for these activities will be dependent on the Teacher successfully completing three (3) collaborative experiences. *(Note: The reflections completed in the post-observational forms are also intended to satisfy the state's requirements for reflections for relicensure.)*

Two (2) of the three (3) collaborative experiences will be with the Peer Coach, and the third (3rd) will be with a trained colleague.

The three collaborative activities and the individual-growth-and-development plan (IGDP) will be designed in collaboration between the Teacher and Peer Coach. ***The IGDP can change during the year.*** Planning for the year and at least one of the experiences must be completed by January 15th.

Collaborative activities may include staff-development classes such as the District's offering of classes on mental health or trauma-sensitive classrooms, as examples, or other PD experiences (workshops, trainings, classes) outside the district that the Teacher deems supportive of the Teacher's professional activities.

The experience with a colleague can be done at any time after successfully planning the experiences and setting the initial IGDP and is to be aligned with the Teacher's IGDP. The Teacher will work with the Peer Coach to identify what this experience will be. The collaboration will be with any trained member of HEA of the Teacher's choice.

Should TDE remain the same: In the summative year, the second and third experiences will be with the Peer Coach. If, however, the Teacher does not meet expectations with the Administrator in the first experience, the second experience will be with the Peer Coach, and the third will be with the Administrator.

Should TDE change during the duration of this contract, the parties agree that this segment can be adjusted to match any new process.

Assignment of Peer Coaches:

The assignment of Teachers to Peer Coaches will be the responsibility of HCM's manager in collaboration with the team of Peer Coaches. That group will also manage any requests for change in partnerships that originate either from the Teacher or a Peer Coach. In either case, a request for change must be submitted to HCM's manager.

Time:

Planning for the year, setting the initial IGDP, and at least one of the experiences must be completed by January 15th.

After meeting the requirements for January 15th, the remaining experiences can be completed in any order at any time, but all activities must be completed no later than **May 15th. Failure to meet this deadline will result in the loss of any portion of the bonus associated with collaborative/coaching activities.**

Sites' Goals:

A site's goal(s) will be set by the Principal and a team of Teachers, representing as many levels and/or curricular areas as possible. It is recognized that the site's goal at the elementary level may involve evaluation of only one level of students. It is recognized that the site's goal at the secondary level may focus on a single curricular area. When the data is available, the site's goal will be reported, to the School Board.

Professional Learning Communities (PLCs):

It shall be the professional duty of each Teacher to participate in a PLC. ***The commitment to PLCs will be to meet during on-duty time provided by the District. (If late-start days exist, 1 hour of each late-start day will be devoted to PLCs. If the calendar is adjusted, HEA's negotiators and the District will reconvene and come to mutual agreement to adjust the details for PLCs in this MOU, with intentional consideration for preserving preparation time.)***

Part-time Teachers need to work with their administrators at the beginning of the year to manage the expectations of being present, either in person or electronically, for the late-start PLCs that may fall at times or on days those Teachers would not normally be on duty. If the arrangement increases the hours above the contracted hours, on which the FTE is based, the teacher will time card those hours at \$40/hour. These extra hours will be funded by District's accounts OTHER THAN HCM.

The logs from PLCs must be submitted to the administrator of the building or program and the assigned Peer Coach. The requirement for PLCs is to fill out the District's official log. ***No other forms or paperwork will be required.***

Teachers may choose their own PLCs and goals as long as they align with their current assignment(s). **PLCs and/or goals may change during the year, and/or Teachers may move to using collaborative inquiry.**

The two (2) approaches to satisfying the requirements for PLCs are SMART goals or collaborative inquiry.

Teachers hired after the beginning of the year will participate in all remaining PLCs for the year.

Non-Tenured Teachers:

HCM also applies to non-tenured teachers, with the exception that, instead of working with a Peer Coach, the Teachers will be observed by an Administrator, as prescribed by Minnesota's Statutes.

Career Paths

I. Peer Coaches

HCM's dollars will support the employment of the Peer Coaches. The total number of FTEs devoted to those positions will be determined, annually, during the budgeting process. The qualifications for Peer Coaches will be outlined on the official posting. The content of the posting will be the responsibility of the HCM Manager. **Only Teachers with at least seven (7) years of experience teaching may apply.** Postings will be internal only. Peer Coaches will be contracted, licensed Teachers as defined in this Agreement. The Peer Coaches will be paid at a rate commensurate with their current positions as defined in the Master Agreement. Peer Coaches will be evaluated and eligible for the HCM bonus in each of the two (2) years or as long as this document is in effect and at the same rate as the %FTE bonus. **Once hired, the District will provide the necessary training.** The main tasks of the Peer Coach will be to collaborate with and coach tenured Teachers. Other duties and specific requirements associated with the experiences will be defined by HCM's manager.

HEA believes that the best situation would be for Peer Coaches to have a 1.0 FTE assignment as a Peer Coach. It is understood, however, that some Teachers would prefer to do this task and remain active in the classroom. Whichever is the case, it shall be an expectation that schedules will be managed to allow for bi-monthly collaboration meetings, in which all Peer Coaches participate at the same time. Further, schedules must provide for on-going training opportunities for all Peer Coaches at the same time. Participating in collaboration and training sessions should avoid the necessity of missing teaching a class. *The Assistant Superintendent will work with the schedulers to ensure this flexibility.*

It shall be the responsibility of the HCM Manager to assign Peer Coaches to their district-wide caseloads based on curricular areas, areas of expertise, and personal strengths. The partnerships/relationships between the Peer Coaches and the Teachers must be considered as dominant and crucial to serve the Teachers in their individual and personal growth.

The term for a Peer Coach is **5 (five)** years. This does not, however, exclude the Peer Coach from reapplying.

Peer Coaches who have reached the end of their terms will be guaranteed their previous assignments, if these assignments exist.

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II. HCM Manager

HCM dollars will support the employment of a manager of HCM. **The manager of HCM will be 1.0 FTE.** The candidates for HCM's manager will be interviewed by a committee including HEA's president or designee, Teachers, and representatives from

administration. The qualifications for HCM's manager will be outlined on the official posting. The posting will be internal, first, but may be posted externally if needed. HCM's manager will be paid at a rate commensurate with his/her current position as defined in the Master Agreement. The qualifications in job description will be outlined on the official posting. HCM's manager will be trained as an observer/coach.

The manager of HCM will no longer have responsibility for attending to any work related to TDE.

Professionalism: Peer-Coach / Teacher Partnership

It is understood that any and all interactions between a Teacher and his/her Peer Coach are to be considered confidential, with some slight provisions, and that the rights of both parties must be honored.

Provision: *The documents produced as a result of the coaching experiences are ultimately posted once approved by the Teacher, and thus they are available to Principals and Directors. No documents will be shared by a Peer Coach directly with administration.*

The Teacher must also observe confidentiality and act in a manner that respects and protects the integrity and trust of the partnership and both parties.

Sharing of effective strategies and practices, however, is to the benefit of our school district, and the request for and granting of permission to share is appropriate.

Grievability:

The Parties agree that this Agreement and items incorporated herein are subject to the grievance process of the Master Agreement between the Parties.

Renegotiating:

It is understood by the District and HEA that changes in the District's calendar or scheduling could impact the functioning of HCM. If any such changes occur while this Master Agreement is in effect, the District and HEA's negotiators agree to meet and confer to make the necessary adjustments.

Adjustments to Program:

For the duration of this agreement, the District and HEA agree that, if the budget does not totally support the program, the District and HEA will meet and confer to recommend adjustments.

Dated: May 18, 2021

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS 270

By _____

By _____

15. Memorandum of Understanding

HCM Bonus: Site's Goal (Failure)

This Memorandum of Understanding is entered into between the Hopkins Public School 270 (hereinafter referred to as the "District") and the Hopkins Education Association (hereinafter referred to as "HEA") as follows:

It is agreed between HEA and the School District, that the following process will be used to manage the portion of the bonus that may not be awarded, if a site does not succeed in meeting that site's goal:

The site goal compensation *will not be awarded to the Teachers if the site's goal is not met*. If a site does not meet its goal, the funds will remain within a staff-development account specifically reserved for HCM's activities and will roll over to the next year's budget for HCM.

Dated: May 18, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS 270

By _____

By _____

16. Memorandum of Understanding

Teachers' Development and Evaluation (TDE)

This Memorandum of Understanding is entered into between the Hopkins Public School 270 (hereinafter referred to as the "District") and the Hopkins Education Association (hereinafter referred to as the "HEA"), together herein referred to as the "Parties," as follows:

I. PURPOSE

Through joint agreement, the Parties have created a development-and-evaluation plan for Teachers and a process of implementation pursuant to the requirements of Minn. Stat 122A.40, Subd. 8 ("TDE Plan").

The TDE Plan, created by a joint HEA-District committee, ratified by HEA's general membership, and adopted by the School Board of Hopkins, is detailed in the TDE Plan's document, "TDE Regulations."

II. TERM

The TDE plan will continue for, as defined in this document. Prior to the expiration of this Agreement, the Parties may, by mutual agreement and in written form, renegotiate changes to meet the needs of either or both Parties or changes in legislation for the appropriate application and implementation. In the event that this Agreement expires, the TDE plan in effect at the time of expiration will remain in effect, without unilateral modification by either Party, until a successor agreement is reached.

III. PARTICIPATION

The TDE Plan is not applicable to the following members of the Teachers' bargaining unit represented by HEA:

- Physical Therapists
- ECFE Teachers
- ABE Teachers
- Long-Term Substitutes
- Non-tenured Teachers**

The TDE plan is not applicable to community experts or **tier-1 Teachers**.

IV. OVERSIGHT COMMITTEE FOR TDE

For the duration of this MOU, a joint HEA and District oversight committee (TDE committee) shall be responsible for overseeing the implementation of the TDE plan. The members of this committee will represent the District and HEA and include HEA’s president or designee, the HCM manager, the staff-development coordinator, and the Assistant Superintendent or designee. Other members could be included to represent Peer Coaches or administration but are not required. The committee will meet yearly. If a meeting is scheduled during a school day, the District shall pay the cost of any necessary substitutes.

The TDE committee will make recommendations only to the Parties on modifications to the TDE plan, including any statutory changes to the requirements in *Minn. Stat. 122A.40, Subd. 8*. Any modifications made to the TDE plan will be made by mutual agreement, and neither Party may unilaterally modify the TDE Plan.

V. POSTING REQUIREMENTS AND TRAINING

The District will provide the appropriate venue to post copies of the TDE Plan so that it is always available. Notice of any changes to the TDE Plan will be provided to all Teachers and Administrators within thirty (30) days of any changes to the TDE Plan.

The District will provide ongoing training on all aspects of the TDE Plan. Standardized training will include presentation and discussion of all documents and procedures and training on all electronic needs for the TDE Plan. Schedules and materials for these training sessions will be available to TDE’s committee upon request.

VI. BUDGET

Any costs resulting from items not already provided and funded by HCM’s monies as defined in this Agreement will be borne solely by the District.

VII. GRIEVABILITY

The Parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the Master Agreement between the Parties.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

17. Memorandum of Understanding

TDE Regulations

It is agreed by the District and HEA that this document will be in place for 2021-2023.

It is agreed by the District and HEA that comprehensive training for all Teachers on the collection and management of data on the achievement and engagement of students will continue. These staff-development activities will be eligible for recertification hours and recorded by the District in Frontline for all participants.

It is agreed by the District and HEA that the District has established a system of comprehensive and ongoing trainings for all Administrators doing summative evaluations, and that all Administrators will be thoroughly trained prior to performing any summative evaluations. Ongoing training indicates that a minimum of 2 (two) training sessions will be required during each school year. The trainings will include one-or-more, high-quality activities on inter-rater reliability. All Evaluators will be trained in a coaching model.

Definitions and Descriptions:

TDE = Teachers' development and evaluation: The legislation regarding the development and evaluation of Teachers is supported in this document only in those areas of the requirements not already met by the HCM.

Tenured Teachers: TDE, as described herein, will apply to tenured Teachers.

Observations by Trained Observers: The statute requires all observers to be trained. Any observers must be trained in Danielson and peer coaching.

IGDP = Individual's Growth and Development Plan: An IGDP is chosen by the Teacher with primary approval by the Teacher's Peer Coach. The IGDP is chosen at the first **collaborative/coaching experience** (HCM) or the planning meeting for the summative evaluation and demonstrated during the 2nd and 3rd **collaborative/coaching experiences** in that year. If, after the summative evaluation, an adjustment to the IGDP is in the best interest of the Teacher, the Teacher may make said adjustment.

Improvement Process: Statute requires that a process be in place to support any Teacher not demonstrating proficiency. This process must include goals, opportunities, coaching, and timelines. The District will take an active role in coaching and providing opportunities for improvement.

Staff Development: The legislation requires that SD activities are coordinated to match with the requirements for TDE. The District guarantees provision of appropriate SD activities.

Students' Achievement: Statute requires the District and its Teachers to use available state's and/or local's measures of students' growth that are aligned to academic standards.

Longitudinal Data on Engagement of Students: The statute requires that engagement data for students be reviewed during the summative year.

Portfolio: A portfolio is optional in the law. Teachers may choose to create a portfolio of evidence of performance, in the areas of achievement and engagement. The District will provide a vehicle to collect and store the necessary evidence of performance.

Danielson: Danielson's model defining proficiency in teaching has been used in HCM since its inception. The District bases its model on Danielson's work. The summative evaluations will be based on those segments of Danielson as prescribed in the MOUs for HCM.

Administrative Mode: The process for improving performance for Teachers not demonstrating proficiency is administrative mode. Before a Teacher can be placed on administrative mode, prior remediation efforts must have been in place. The defining document is included in "Administrative Directives."

Components:

3- year cycle:

The legislation requires yearly evaluations/coaching by a peer or Administrator and a summative evaluation of every Teacher once in 3 years by a trained and qualified evaluator. Teachers will be assigned a "year." That assignment will identify the year in which the summative evaluation will take place. If a Teacher is on leave for a semester or more in the year prior to the assigned summative year or during the summative year, or the Teacher has a major change in assignment, the summative will be reassigned to the year following the year of their return to teaching.

- 1/3 of all tenured Teachers will be in a summative year.
- All summative evaluations will be completed by January 15th.
- Every Teacher in the summative year must have an IGDP.
- The second and third collaborative/coaching experiences will follow the process for HCM.

Observation:

Summative Evaluation:

For the summative evaluation the trained evaluator will be using Danielson's rubric that has been approved for use in HCM for that 3-year cycle and will note the Teachers as "met expectations" or "additional coaching and dialogue recommended." Determination of the rating will be sited by evidence and will be based on what is observed or discussed directly with the teacher.

If a Teacher is recommended for additional coaching and dialogue, the Teacher may work with an Administrator or Peer Coach or other colleague and create a plan or process to address areas of concern. The plan/process will include a timeline that works toward meeting expectations by the end of the school year. It is recognized, however, that the coaching and improvement processes may require more time and could continue into the next year.

Achievement of Students:

During the formative years of the process, Teachers will collect data to demonstrate how their students are achieving.

Engagement of Students:

During the formative years of the process, Teachers will collect data to demonstrate the engagement of their students.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

18. Memorandum of Understanding

TDE: PROCESS FOR APPEAL

While it is expected that all licensed Teachers meet expectations, it is also the intent of the District to support each Teacher and provide opportunities to improve performance and meet expectations. Therefore, the following process will address those opportunities:

1. If a licensed Teacher does not meet expectations for the summative evaluation, it is expected that the Teacher will avail him/herself of resources to overcome any deficiencies. The Administrator will take an active role in providing opportunities to improve. Teachers are encouraged to use any of the following measures possible to make personal improvements:*

- A. Create a personal action plan
- B. Research best practices
- C. Participate in targeted staff development
- D. Seek assistance from the Principal, colleagues, Peer Coaches or Mentor Teachers
- E. Observe colleagues
- F. Participate in professional coursework through college, university, or training site
- G. Ask for an additional observation from a Peer Coach, the Principal, or another colleague to get additional feedback prior to any formal, follow-up observation
- H. Team teach

*This list provides possible suggestions and is not intended to be exclusive of any other creative ideas for improving.

2. If a licensed Teacher does not meet expectations, the Teacher will be able to work through HEA to submit a formal request for review by the Assistant Superintendent, who will then work with the Teacher and his/her representative from HEA to review all the evidence and make a final determination. There will be no further avenue for appealing the decision.

3. If the final determination of “does not meet expectations” is upheld, the Teacher will have the opportunity to work toward meeting expectations as noted in paragraph 1 above.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

19. Memorandum of Understanding

PTO Committee

This Memorandum of Understanding is entered into between the Hopkins Public School District 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as “HEA”) as follows:

Whereas, the HEA and the District agree that it is in our mutual best interest to review and consider options related to paid-time-off (PTO) and existing leave structures,

Therefore, the parties agree to establish a PTO review committee during the calendar 2022 year and work on developing possible options to consider for the 2023-2025 HEA Master Agreement.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

20. Memorandum of Understanding

Severance Threshold Committee

This Memorandum of Understanding is entered into between the Hopkins Public School District 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as “HEA”) as follows:

Whereas, the HEA and the District agree that it is in our mutual best interest to review and consider options related to the severance threshold qualifications outlined in the HEA Master Agreement,

Therefore, the HEA and District agree to establish a Severance Threshold Committee during the calendar 2022 year to review threshold qualifications and develop possible options to consider for the 2023-2025 HEA Master Agreement.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

21. Memorandum of Understanding

Teacher Development and Evaluation Rubric Committee

This Memorandum of Understanding is entered into between the Hopkins Public School District 270 (hereinafter referred to as the “District”) and the Hopkins Education Association (hereinafter referred to as “HEA”) as follows:

Whereas, the HEA and the District agree that it is in our mutual best interest to review and consider options related to the Teacher Development and Evaluation rubric as used in the HCM and Teacher Development and Evaluation sections of the HEA Master Agreement,

Therefore, the HEA and District agree to establish a Teacher Development and Evaluation Committee to develop possible options for and a test process for revised rubrics to possibly use for the 2023-2025 HEA Master Agreement.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

22. Memorandum of Understanding

Amendments To Disaster Leave

Article VII, Section B, Subsection 4 shall, for the 2020-2021 school year, include the following:

COVID Disaster Leave:

Retirement/Severance Consideration—

The administration shall develop a tracking mechanism to track the number of COVID documented absences (days) that are beyond the allocated FFCRA leave that an individual incurs due to COVID treatment.

These days will be credited toward the retirement incentive sick-leave balance that is required to access severance.

When an individual with a COVID Disaster Leave balance requests access to retirement/severance under the terms of the contract, the balance of accumulated COVID Disaster Leave days will be applied to the sick leave balance necessary to access retirement/severance benefits.

Individuals may be required to provide sufficient documentation to verify the number of days that will be placed into the COVID Disaster Leave balance.

Should any of this language not be supported by changes to local, state, federal, or additional legal requirements, the School District and HEA agree to meet and confer regarding the development of new language that would support the spirit and intent of the actions associated with the establishment of this memorandum.

25-Day Qualification Period:

The administration shall develop a tracking mechanism to track the number of COVID documented absences (days) that are beyond the allocated FFCRA leave that an individual incurs due to COVID treatment.

These days will be fully credited toward the 25-day qualification period and will not be deducted from an employee's regular sick-leave bank.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____

23. Memorandum of Understanding

Stepping Stones

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 270 Hopkins Public Schools (“District”) and Hopkins Education Association HEA (“Union”). The District and the Union are referred to collectively herein as the Parties.

It is hereby understood by and between the District and the Union as follows:

When teachers from the Hopkins Pre-K program Stepping Stones move to K-12 teaching in the Hopkins School District, they will be credited on the salary schedule for their full years of service teaching in the Hopkins School District.

Additionally, in 2022 as we transition Stepping Stones to the Teacher Bargaining Unit, the District will complete an audit of teachers who have previously moved from Hopkins Pre-K Stepping Stones to K-12 Teaching in Hopkins and ensure that their initial placement gave them credit for their full years of service teaching in the Hopkins School District. If it is found that a teacher was not credited for the full number of years of service to the Hopkins School District, their placement will be adjusted moving forward.

The District will provide a list to the Union of all of said teachers, and their placement on the salary schedule for review.

Dated: February 8, 2022

HOPKINS EDUCATION ASSOCIATION

HOPKINS PUBLIC SCHOOLS

By _____

By _____