

AGREEMENT

between

THE BOARD OF EDUCATION

of the

School District of the City of Hamtramck

and

THE HAMTRAMCK FEDERATION OF TEACHERS

Local 1052

American Federation of Teachers AFL-CIO

July 1, 2025

to

June 30, 2028

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This agreement is entered into this 1st day of July, 2025, by and between the HAMTRAMCK SCHOOL DISTRICT, hereinafter referred to as the District, and the HAMTRAMCK FEDERATION OF TEACHERS, Local 1052, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter referred to as the Union.

DEFINITIONS

- A. The term “school” includes any work location or functional division or group in which a grievance may arise.
- B. “Adult Education Teacher” shall mean any teacher (certified if required by law) assigned to the adult education program and shall be considered full-time or part-time in accordance with the terms and conditions of the teacher’s appointment.
- C. The term “teacher” shall mean all appropriately certified teachers who are members of the full-time teaching staff, social workers, special services staff, counselors, consulting teachers, and nurses.
- D. Whenever the singular is used, it is to include the plural.
- E. The term “grievance” shall mean an alleged violation, misapplication or, misinterpretation of any provision of this agreement.
- F. The term “teacher representative” shall mean the teacher in a school designated by the Union to represent all teachers in that school, or their designated alternate.
- G. The term “union representative” shall mean the teacher designated by the Union to represent the bargaining unit.
- H. The term “superintendent” shall mean the Superintendent of Schools and shall include their designee upon whom the Superintendent has conferred authority to act in their place instead, or the individual whose actions have been ratified by the superintendent.
- I. The term “Board” shall mean the Board of Education of the Hamtramck School District.
- J. The term “this agreement” shall mean the agreement itself, together with all exhibits incorporated therein by reference.
- K. The term “full-time teacher” shall mean a teacher who holds an elementary and/or secondary teaching certificate and works a full regular daily schedule.
- L. A teacher who does not possess an elementary or secondary teaching certificate but who is otherwise certified by the State Department to work in the public schools will be defined as a teacher either full- time or part-time, depending on the hours worked.
- M. The term “preparation period” shall indicate a period of time when teachers will be expected to perform their classroom related duties within their assigned buildings.

ARTICLE I
RECOGNITION

Section 1. - THE BARGAINING UNIT

- A. The District recognizes the Union as the sole and exclusive bargaining representative for teaching personnel working in the District, excluding the Superintendent of Schools, Assistant Superintendent of Schools, Principals, Assistant Principals, Directors, and Supervisors as defined in this act.
- B. The employer agrees to notify the Union of new employees hired, and of employees leaving the employment of the employer within this specified unit. The names and mailing addresses of all unit members shall be provided to the Federation semi-annually, within two weeks of the beginning of each semester. Such list shall include position and site location.

ARTICLE II
FEDERATION RIGHTS

Section 1. - UNION MEETINGS

- A. The Union shall have the right to schedule and conduct meetings of teachers in each school in a place that will not disrupt normal after-school activities. All union meetings shall be held after regular working hours.
- B. The administrative staff shall not schedule faculty meetings or other meetings after school on the 2nd Tuesday of each month so that teachers may attend the monthly membership meetings of the Federation.

Section 2. - UNION AND TEACHER REPRESENTATIVES

- A. The Union may designate one (1) teacher in each school building as the official spokesperson for all teachers in that building for the purposes of dealing with the principal of that school building on union or employee issues. The Union shall advise the principal of the identity of the teacher representative.
- B. The Union may designate a teacher within the system as the official spokesperson for all teachers in dealing with the administration on union or employee issues and shall advise the Superintendent of the identity of the Union representative.

Section 3 - UNION DAYS

- A. There shall be forty-five (45) days allotted for union business to be used by teachers authorized by the union.
- B. No union member other than the president, vice-president and three negotiating team members shall be granted more than five (5) union days per year.

No more than five (5) union members shall be approved by the Union Executive Board for any one date.

The Union will notify the District at least three (3) days prior to the use of Union Day(s).

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

Section 1. BOARD RIGHTS

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenue.
- B. The Board and the Union agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan.

Section 2. DUTIES TO UNION

- A. INFORMATION FOR COLLECTIVE BARGAINING - The District shall make available to the Union upon its request, any and all information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of the Agreement, to the extent to which such material is readily available or is reasonable to be obtainable, except that personnel files shall not be made available to the Union without the consent of the individual.
- B. AGENDAS AND MINUTES OF BOARD MEETINGS - The Board will provide the Union with three (3) copies of the minutes of the previous meeting and the agenda for the next meeting prior to the Friday before such meeting. Unless they involve confidential information, copies of enclosures added to such minutes or agenda shall also be provided to the Union.
- C. MEETINGS WITH THE UNION - The Superintendent or their designee shall meet, if requested, at least once a month with the Union Representatives and not more than two (2) additional teachers designated by the Union to discuss special problems and matters of educational policy and development. The time and place of the meeting will be mutually agreed upon by the Superintendent and the Union representatives making the request.
- D. PRESENTATIONS TO THE BOARD. The Union shall conduct two annual Climate and Culture surveys, the first in September and the second in April. The Union shall then formally present the results of each survey to the school board at the regular School Board meetings in October and May.
- E. BULLETIN BOARDS AND MAILBOXES - The Union shall be provided with bulletin board space at each school to post notices and other Union materials. The Union may also place union notices and other union materials in teachers' mailboxes. The Union shall be responsible for the posting and placing of such materials and contents thereof.
- F. CLASSROOM SALES - Commercial concerns such as student pictures, etc., wishing to sell or solicit business within the school, other than insurance, shall send representatives to do promotion and take orders. The teaching staff will thereby be released to perform teaching duties.
- G. PARTICIPATION IN STAFF MEETINGS – All members of the bargaining unit shall make their time available for building staff meetings on the first and third Mondays of each month from September through May, unless such Monday falls on a designated school holiday, professional development day, grading window closure, or other district-recognized non-attendance day. There shall be only (1) one mandatory meeting during December.

The specific meeting schedule for each school year shall be agreed upon between the district and the union no later than May 1st.

Each meeting shall be fifty (50) minutes in length.

The Union/Teacher representative shall be given the opportunity to discuss and suggest additions of a

housekeeping nature to the late start/early release meeting agenda prior to the meeting. The Union Representative may speak after the agenda is completed.

A copy of the agenda shall be given to the Union/Teacher representative at a minimum of twenty-four (24) hours in advance of the staff meeting.

When school is closed due to weather conditions, building emergencies, or other unforeseen circumstances, meetings may be rescheduled through coordination between the building principal and the designated union representative.

In the case of an emergency, a building principal may call a meeting of teachers, one half hour in duration. An emergency shall be defined as 1) a death, 2) credible threat of violence, 3) in building violence, or 4) building emergency. If possible, all efforts shall be made to notify teachers of such emergency meeting at least twenty-four (24) hours in advance of the faculty meeting.

ARTICLE IV
TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. - STATEMENT OF POLICY

- A. All teachers in this District shall have the type of working conditions commensurate with their professional status and the best interest of their students and the school system.
- B. Appropriate professional attire will be required of all teaching staff members.
- C. It is acknowledged that the primary duty and responsibility of the certified staff is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the certified staff is primarily ~~used~~ utilized to this end.

Section 2. TEACHER'S WORK DAY

- A. All teachers shall have a duty-free lunch. Lunch Duty may be offered to a teacher by the Building Principal, after prior approval from the Superintendent or designee. Teachers will be paid \$22.50 to cover lunch duty when requested to do so. In the event there are more volunteers than needed, teachers will be used on a rotating basis. A teacher that is unable to perform their lunchroom duties satisfactorily as determined by the school administration may be ineligible for lunch duty for the remainder of the year.
- B. The middle school and high school will maintain a closed campus during the lunch hour.
- C. Teachers shall indicate their presence in the school building to which they are assigned by a process determined by the Superintendent or designee.
- D. Teachers will be on hall duty 5 minutes before the tardy bell beginning the morning and afternoon sessions. They will be on hall duty during the changing of classes and at the end of the school day.
- E. The present schedule of hours within the workday may not be changed for the present school year. Changes for future school years may be made in collaboration with the community, staff, and students by May 1st.
- F. High School/Middle School – High school and middle school teachers shall have one (1) preparatory period per day, equal in time to a standard class period.
- G. The District will provide elementary teachers with at least 200 minutes of preparation per week.

Section 3. - HOURS OF WORK

- A. 30-minute lunch period will be provided at the high school and middle school. The lunch period at the elementary school shall be 35 minutes.
- B. If given two weeks notification prior to the start of a zero hour or 7th hour, and the Senior High School teacher agrees to teach a zero hour or 7th hour, the work day will be adjusted accordingly.
- C. The Board of Education may schedule additional days/hours of instruction at the end of the school year to ensure that the District achieves the minimum days and hours of student contact time requirements set in the State Aid Act or other acts passed by the State of Michigan.
- D. If a reduced workweek were to become a reality, the normal workday will be adjusted accordingly.
- E. All students shall meet the state requirements.
- F. Report time for staff will be 10 minutes before the school start time and 10 minutes after dismissal

time. Certified elementary staff will provide supervision of students at dismissal time (parent pick up, walkers, bussers, etc.)

- G. For the 2025-2026 school year, the following shall be the student starting and dismissal times:

Dickinson East, Dickinson West, Early Childhood Elementary, Holbrook, and Tau Beta: 8:00 am - 3:00 pm

Kosciuszko Middle School: 8:00 am – 3:00 pm

Hamtramck High School: 7:51 am – 2:50 pm

Horizon High School: 8:50 am – 2:40 pm

Report time for Horizon Staff will be the same as Hamtramck High School.

Section 4. - TEACHING ASSIGNMENTS

- A. All teachers shall be assigned by the Superintendent to those positions for which they are certified and qualified.
- B. All teachers shall teach only in those areas for which they are certified and qualified or permitted by the Michigan Department of Education.
- C. If possible, classes will be arranged so that no teacher shall be required to prepare for more than two (2) classes.
- D. Each high school teacher shall accept a sponsorship of some class or club on a rotating basis starting with those having the least seniority. The high school principal shall have the authority to name a sponsor if no volunteers are available.

Section 5. -ESL Endorsement

All teachers hired to start in the 2025-26 school year or after shall earn a bilingual or ESL endorsement from an accredited university or alternative certification program no later than five years from their start date.

All certified employees may apply to the HPS ESL Endorsement Program.

Under the HPS ESL Endorsement Program:

- 1. The district shall provide a selection of accredited programs, including virtual and in-person options. Employees shall have the freedom to choose the approved program that is best suited for them.
- 2. The district shall pay for all tuition, fees, and materials required for the approved programs in advance.
 - In the case of Wayne State University, the district will pay in advance only if 20 employees have chosen the in-person program at the same time
- 3. The district shall pay one time for the MTTC endorsement test for program participants.

Employees who have passed the MTTC and required coursework for an ESL endorsement shall move to the appropriate ESL salary lane.

Section 5. - TEACHING PERIODS

- A. ELEMENTARY SCHOOL - Teaching periods and/or assignments in the elementary schools shall be those assigned by the administration.
- B. There shall be no split classes at the elementary level in grades one and two.

- C. Three (3) half days shall be established in each elementary school and two (2) half days in the middle and high school for parent-teacher conferences and home visits.
- D. SENIOR HIGH SCHOOL/MIDDLE SCHOOL – High school and middle school teachers shall have six (6) standard periods per day, five (5) of which shall be teaching periods plus a homeroom assignment or its equivalent.
- E. The District will provide elementary teachers with 200 minutes of preparation per week.

Section 6. - CONFERENCES AND EXPENSES

- A. The District shall encourage teachers to attend selected professional conferences with expenses paid by the School District. A teacher's request to attend conferences shall be presented to the building principal or other supervisory officers and to the Superintendent of schools, for their approval.
- B. Teachers shall file with the Superintendent a written report of the meeting attended. The Superintendent will have the authority to deny future conferences for failure to submit a written report within ten (10) working days.
- C. Teachers who are permitted to attend educational conferences shall be reimbursed for their reasonable expenses. The School District shall provide a substitute teacher.
- D. For the first three (3) years of induction in classroom teaching, in accordance with 380.1526, teachers shall complete 15 additional days of professional development including classroom management and instructional delivery.
- E. The intensive professional development shall consist of five (5) days, in each of the first three (3) years of induction and shall be completed by April 1st. Professional Development occurring in May and June of the 3rd year may count provided that proof of registration is provided prior to April 1st and proof of completion of said PD is submitted by July 1st.
- F. Administration shall make teachers aware of Professional Development seminars, workshops, in-services, and other activities which have been approved by Administration as qualifying for an induction professional development day. A teacher may also make application to the Administration for the approval of professional development activities (s)he may want to attend.

AFT-MI professional development activities shall be considered proper induction PD without prior approval.

Section 7. - TEACHER EMPLOYMENT FILES

- A. A teacher shall have access to their personnel record upon making an appointment with the Superintendent's secretary.
- B. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has personally received, in hand, a copy of such material from the administrator, and such material expressly states that it will be placed in the teacher's file. The teacher shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material and does not indicate agreement with its content. If the teacher refuses, that fact shall be noted on the document.
- C. No material derogatory to a teacher's conduct, service, character, or personality, which is not in the file, shall be used against the teacher in recommendations to other schools or positions.

- D. The teacher shall have the right to answer any material placed in their file and their answer shall be attached to the file copy.
- E. The teacher shall be permitted to reproduce any material in their file.
- F. All non-professional comments shall be excluded.

Section 8. - COUNTY, STATE, FEDERAL PROGRAMS -TEACHER PARTICIPATION

Teachers will be encouraged to obtain individual grants where applicable. The District will provide assistance in the preparation and implementation of such grants.

Section 9. - NON-TEACHING ASSIGNMENTS

- A. Teachers will be given an opportunity to volunteer for extra duties for which they will be given compensatory time. If there are insufficient volunteers, the principal will assign the teachers on a rotating basis with those teachers who are not otherwise involved in extracurricular activities. The rotating of assignments will be done in a fair and equitable manner.
- B. Teachers who are requested to return to school for evening activities such as Commencement, Fine Arts Festival, Open House, etc., will be excused five minutes after the completion of the students' regular school day schedule. The previous sentence does not pertain to those who are paid to chaperone activities such as basketball, football, dances, etc.

Section 10. – LIABILITY

- A. Teachers will not be held responsible for loss within the school or on official school business of school property or children's property in the absence of willful neglect.
- B. The Board of Education will consider reimbursement for losses of employees' personal property when the employee suffers such loss during their hours of employment.

Section 11. - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Policies as approved by the Board of Education shall constitute the basis for the Student Code of Conduct (5500) and for the Teachers' Safety Provisions (3162). In no event shall the teacher use force in excess of that permitted by law in the discipline of any student.
- B. The teacher involved shall be given 24-hour notice when their presence is required at any meeting relating to a student assault and the teacher shall be informed if the meeting involves allegations that the teacher assaulted someone. If the meeting concerns allegations of a teacher assaulting someone, the teacher's union representative or chosen representative shall also be allowed to attend the meeting.
- C. The Superintendent, or designee, shall form a student discipline committee or committees (either District-wide and/or building by building) comprised of representatives designated by the Superintendent, or designee, but which shall include three Union representatives (one from each of the following schools: Elementary, Middle, and High School), which committee shall be responsible for generating quarterly reports to the Superintendent that track violations of the code of student conduct on campus and which make recommendations for improving the District's code of student conduct, student disciplinary processes and procedures and community involvement with respect to minimizing the frequency of student code of conduct violations.
- D. When a teacher exercises their right to a snap suspension of a student, in addition to the Teacher's obligation to meet with the student's parent regarding the suspension, the teacher shall inform their principal of the suspension, the reason for it and they shall recommend further discipline if the teacher believes same to be warranted. Said notice and recommendation shall be in writing and shall be

issued as soon as practicable after the snap suspension. If the teacher makes such a recommendation, the teacher shall cite in the recommendation the provisions of the student code of conduct they believe the student violated and the teacher shall detail in the recommendation whatever evidence the teacher has or is aware of that would support the alleged violation(s), including the names of any witnesses. Upon receipt of a snap suspension notice and any recommendation for further discipline, the Principal or designee shall investigate the incident giving rise to the notice as soon as is practicable. As soon as is practicable after the completion of the investigation, the Principal or designee shall issue a written report to the Superintendent or designee detailing the snap suspension, the incident giving rise to it, the results of the Principal's or their designee's investigation and the principal's recommendation of either no further action or for additional action. The report shall include a copy of the notice and recommendation of the teacher with respect to the snap suspension involved. The Principal and Superintendent or their respective designees shall confer with respect to the report as soon as practicable after its receipt by the Superintendent or designee and thereafter a decision will be made with respect to any recommendations. The teacher who issued the notice shall be informed of the decision. The teacher may then confer with the Superintendent or designee about the decision. The Superintendent's or designee's decision shall not be subject to a grievance. However, the right to grieve a failure to follow the process is not waived.

- E. Teacher absences resulting from and caused by assault at school or a school related event not caused by the teacher shall be governed by Article XII.

Section 12. - STAFF DEVELOPMENT

- A. The Union will cooperate with the administration in encouraging teachers to become members of and participate in committees as needed. The committees will include subject matter committees, school improvement and other committees necessary for the operation of the District. The hourly rate will be paid, pro-rata, after student dismissal.
- B. The District will create a committee dedicated to planning Professional Development. The committee will consist of a variety of members including teachers according to MDE standards. Members of the Professional Development Advisory Committee will be compensated at the Standard Compensation Rate (SCR).

The committee will survey district stakeholders in order to determine educators' needs for Professional Development. The committee will recommend Professional Development to the Executive Director of Student Achievement or Designee. The committee will also analyze evaluations for Professional Development sessions and help determine how to better meet educator needs.

- C. If teacher leaders are needed to help facilitate PLC or ILC work, those positions will be posted as early as possible and chosen by the building level administrator. This will be on a yearly rotating basis.
- D. Classroom teachers and special service providers who present at Professional Development shall receive a stipend of \$100 per Professional Development, in addition to the agreed upon prep rate, up to a max of five (5) hours to prepare.
- E. The district shall permit educators to utilize up to forty-five (45) minutes of any Hamtramck Public Schools (HPS) led professional development session for the purpose of teacher planning. The scheduling of this planning time shall be determined at the sole discretion of the District. Educators shall be required to submit teacher planning documentation following the use of this planning time, as directed by the District.

Section 13. - COMMUNICABLE DISEASES

- A. A teacher absent from work because of any communicable disease (e.g. measles, mumps, chicken pox, scarlet fever, impetigo, conjunctivitis) contracted in connection with their teaching duties shall suffer no loss of pay and shall not have resultant absences charged against their accumulated sick days. Upon date of return, a doctor's statement will be required identifying the disease and indicating

that the teacher may return to work.

- B. Students may return to school after suffering a contagious disease only after they have presented a doctor's certificate indicating they have been cleared for return to school.

Section 14. - LESSON PLANS

- A. The development of lesson plans by and for the use of the teacher is a professional responsibility. Although a supervisor may suggest elements to include, the format and organization, and whether to write the plans on paper or digitally, are left to the discretion of the teacher.

The only exception is if a teacher has been rated "Ineffective" or "Unsatisfactory" in which case, the supervisor and the teacher will collaborate on different strategies. Administrators can dictate the format for lessons for a teacher with a Teacher Improvement Plan for planning.

At any point, a supervisor may ask to see a teacher's lesson plan. Lesson plans are to be made available at the end of the school year.

- B. An emergency lesson plan needs to be on file with the principal, including class schedules, classroom rules and procedures, free and reduced lunch lists, busser lists, encompassing a three (3) day period of plans. The teacher is responsible for replacing this plan once it is used.

Section 15 - ABSENCE FROM WORK

- A. It is the teacher's responsibility to inform the District prior to an absence. The employee shall record in the absence in the absence management platform used by the District, the morning of or the night before the absence for illness, attending mandatory conferences, mandatory IEPC's, conferences, institutes, professional development, school improvement, or any other school related business. Coding will be provided to the teachers for reporting into the absence management platform.
- B. Teachers who have been absent because of a sick day or personal business day shall not be required to give notification that they will report for work on the day following their absence. It shall be assumed that they will report for work.
- C. Except in cases of a catastrophic emergency, an employee who fails to give notification and does not report to work (No Call/No Show) will not be paid for the unreported day.

Section 16. EVALUATIONS

Section 1. Evaluation Tool

Both parties agree to use the Charlotte Danielson Framework for Teaching as the basis for teacher evaluations as well as the Hamtramck Public Schools Educator Evaluation Handbook.

Section 2. The Hamtramck Public Schools Educator Evaluation Handbook

The Hamtramck Public Schools Educator Evaluation Handbook shall be evaluated each summer by a committee which includes four representatives from the Union. Those four representatives shall represent elementary, middle school, high school, and special education. This handbook shall not be changed after the start of the school without the agreement of the committee. This Handbook shall be an appendix to this agreement.

Section 3. Year End Evaluations

The year-end evaluation and feedback concerning the evaluation must be provided in writing to the teacher, upon request. If a required evaluation is not provided to the teacher, the teacher is deemed effective.

Section 4. Observations

There must be at least two classroom observations in each school year the teacher is evaluated. Only one observation must be scheduled. One unscheduled observation per semester is permitted.

Nothing in this Article is meant to limit the ability of an administrator to enter and view a teacher's classroom at any time.

With a minimum of one week's advance notice, teachers must provide their lesson plan no less than two (2) days prior to any scheduled observation.

A classroom observation must be not less than 15 minutes but do not have to be for an entire class period.

All observations must be completed no later than May 1st.

Section 5. Tenured teachers on an IDP

A tenured teacher who is placed on an IDP due to an evaluation rating as needing support on a year-end evaluation may request a review of the evaluation rating by the district superintendent.

The request for review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the district superintendent shall review the evaluation and rating. The teacher making the request shall be permitted to present evidence. Upon review of evidence and the initial evaluation and rating, the superintendent shall make any modifications as appropriate.

The teacher making the request must receive a written response regarding this review no later than 30 days after the District receives the request for a review and before making any modifications. If the written response does not resolve the matter, the teacher or the Union may request mediation through the Michigan Employment Relations Commission. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the District. Within 15 days of the receipt of the request for mediation, the superintendent must provide a written response to the teacher and the Union stating the mediation will be scheduled as appropriate.

Section 6. Additional Support for Teachers on and IDP

For any teacher rated as needing support, the administrator who conducted the evaluation must develop, in consultation with the affected teacher, an IDP that included goals and relevant District recommended training designed to assist the teacher and to improve the teacher's effectiveness.

Teachers placed on an IDP must receive a mid-year progress report. The mid-year progress report must be used to gauge a teacher's improvement from the preceding school year and assist the teacher to improve. The mid-year progress report must be aligned with the teacher's IDP. The mid-year progress report must include specific performance goals and recommended training for the remainder of the school year that are developed by the administrator conducting the year-end evaluation, in consultation with the teacher.

Section 7. Teachers Rated as Need Support on 2 Consecutive Ratings

A teacher who is not probationary and is rated as needed support on two (2) consecutive year-end evaluations may use the contract's grievance procedure, including arbitration, to grieve the second evaluation. The arbitrator has the authority to issue any appropriate remedy.

Section 8. Biennial Evaluation Cycle and Bypass List Division

Tenured teachers who were placed on Bypass List Two (2) and received a formal evaluation during the 2024-2025 school year shall go on the bypass evaluation for the 2025-2026 school year if their 2024-2025 evaluation was "effective."

This cycle will continue biennially, with those teachers rated "effective," rotating between being evaluated and being placed on the Bypass List every other year.

Section 9. Newly Tenured Teachers and the Bypass List

Once a teacher has successfully completed their probationary period and has received an evaluation rating of effective or higher for three (3) consecutive school years, they will be immediately placed on the Bypass list and not evaluated the following year.

Section 10. Bypass List Status in Cases of Transfers

A teacher's bypass list placement shall follow them should they transfer to another building. A teacher can lose their place on the bypass list only if they receive a year-end evaluation rating lower than effective

Section 14. Training Teachers and Evaluators

The District will provide an overview to all teachers on of the evaluation tool and how the tool is used. The District will provide that training to all Bargaining Unit Members by October 1st.

New employees will receive an overview of the evaluation tool at their orientation.

14. Enforcement of this Article

The terms of this Article are only subject to the grievance procedure in the following circumstances:

If the teacher receives an end-year evaluation lower than effective

Specified deadlines are not met

If an article specifically states that a teacher has the right to the grievance process.

Section 17 – RIGHT TO DISCONNECT

- A. It is optional for employees to download any work-related communication app. or software to their own personal devices.
- B. It is optional for employees to respond to any work-related communication outside of contractually agreed upon work hours.
- C. In cases of communication related to an emergency (adverse weather, death, credible threats on Lightspeed [or comparable programs], building emergencies) it is reasonable to expect affected staff to respond in accordance with district policies and protocols.

Section 18 – COMMUNITY CENTER FACILITIES

Teachers shall have free access to the work out, racquet court, and locker room facilities.

Section 19 – EMERGENCY-BUILDING/DISTRICT CLOSURE

- A. If the District cancels school due to inclement weather (snow, wind, ice, extreme heat, etc.), or any other short term (2 days or less) emergency, staff shall not be required to report to the buildings or to pivot to virtual learning. Note, this provision will be voided if the district has exceeded the allotted number of days allowed by the State and may have days added to the school calendar. In case of long-term closure (more than two days), staff may be required to report to work (in person or virtually), as the district deems necessary.
- B. The district agrees to notify staff (via phone tree, text, email, social media, District websites, Communications, and other local building communication platforms) as early as possible of any school closing so as to prevent unnecessary travel by staff.

Section 20 – STAFF IDs

Identification Badges: All Union members are expected to wear photo identification badges. To this end, the district recognizes that the badges do not last indefinitely. As such, employee identification badges will be replaced every three (3) years, beginning with the 2022 - 2023 school year. At the time the new badge is issued, the old badge shall be turned in at the time of replacement. The Union also understands that identification badges are the responsibility of each employee and in the case where it is lost, the employee will pay the district \$10.00 to replace it.

Section 21 – HAMTRAMCK TEACHER UNIVERSITY

Requirements for Professional Development Michigan School Code Sections 1526 & 1527:

- A. Mentoring Program: Located in Schedule “D”, the purpose of the Mentoring Program is to provide teachers peer mentors (preferably from the same grade/subject and building when possible) who will collaborate with their mentees by offering assistance, guidance, resources and information in a nonthreatening, collegial fashion. The following conditions shall apply to the Mentoring Program:
1. Each teacher in their first three years in the classroom shall be provided with a mentor for three consecutive years.
 2. Each new teacher who has taught more than three years shall be provided with a mentor for the first year in Hamtramck Public Schools. Building principals can decide if teachers who have taught 3 or more years would benefit from a 2nd or 3rd year of support with a mentor.
 3. Prior to September 1st each year a list, by building, of all teachers requiring a mentor and the mentoring year for each will be developed and shared with administrators. In the case of staff being hired after the start of the school year, administrators will be notified directly upon hire.
 4. Mentoring assignments shall be made each year by building principal or department administrator. Teachers may decline to take a mentor position.
 5. Mentoring teachers shall be provided with training on Mentor/Mentee protocols and mentoring strategies. Mentor/Mentee Roles and Responsibilities will be discussed at the first district wide Mentor/Mentee Meeting.
 6. Mentor teachers shall be provided with a stipend according to the following schedule:
 - i. For each first-year mentor: Stipend of \$1500
 - ii. For each second-year mentor: Stipend of \$750
 - iii. For each third-year mentor: Stipend of \$750
 - iv. For each developing/ needing support staff mentor: Stipend of \$1500
 - v. For each new to Hamtramck staff mentor: Stipend of \$500
- B. New Teacher Professional Development Plan: Located in Schedule “E”, the purpose of the Teacher Professional Development Plan is to ensure compliance with Michigan School Code Section 1526 and to provide professional development opportunities to support new teachers and teachers who wish to receive training on selected topics. Principals and mentors may guide individual teachers to attend selected sessions.

Each teacher in their first three years in the classroom must complete 15 days of professional development during the first 3-years of teaching as mandated by Michigan School Code Section

1526.

- C. Union President shall be on the agenda for the last fifteen minutes (15) of the new staff orientation in August.
- D. Any staff who are hired during the school year shall have a one-day orientation. Union President shall be on the agenda for the last fifteen minutes (15) of the one-day orientation.

Section 22. Teacher Professional Development Plan

Each teacher in their first three years in the classroom shall work with their mentor to develop a teacher professional development that will meet the requirements of [Michigan School Code Sections 1526 & 1527](#) and district professional development requirements. This plan is a living and breathing document that can change as the teacher identifies more areas of interest and growth.

See Teacher Continuous Professional Development Plan Template. Pace out considering this current language:

The intensive professional development shall consist of five (5) days, in each of the first three (3) years of induction and shall be completed by April 1st. Professional Development occurring in May and June of the 3rd year may count provided that proof of registration is provided prior to April 1st and proof of completion of said PD is submitted by July 1st.

1. As named in Mentor Responsibilities (First Year), Union President shall be on the agenda for the last fifteen minutes (15) of the new staff orientation in August.
2. Any staff who are hired during the school year shall have a one-day orientation. Union President shall be on the agenda for the last fifteen minutes (15) of the one-day orientation.

Section 22. – REIMBURSEMENT

In the event that an employee requires reimbursement for personal money spent on work related activities, mileage, supplies, etc., the district shall reimburse the employee within 30 work days from the day that the reimbursement request was submitted to accounts payable.

Section 23. – LOCKDOWN WARNING

In the event that a building is in lockdown, all itinerant staff shall be notified.

Section 24. INSTRUCTIONAL COACHING

1. Except for beginning teachers (defined as teachers within the first three years of their teaching certification and teachers new to the district), working with an instructional shall be voluntary.
2. Any principal recommending that an employee work with an instructional coach should have observed that teacher at least two (2) times and held a conference with the teacher outlining the benefits to be gained from working with a coach. The final decision shall be the employee's.

ARTICLE V INSTRUCTIONAL COACHES

Section 1. Position Description and Purpose

Instructional Coaches are Teachers on Special Assignment (TOSA) positions that are subject to funding by the District through grants. The program may be terminated if/when these funds are no longer available. The primary duty of the Instructional Coach is to support teachers in professional development with the goal of improving student academic performance.

Section 2. Work Year and Compensation

Starting the 2026-27 school year, Instructional Coaches shall work an additional ten (10) days before the regular teacher work year begins and shall be paid for these additional days at their normal daily salary rate. Instructional Coaches will be provided with the SCR rate in recognition for work outside the work day, for example, after school teacher meetings, district committees, and professional development with the prior approval of their supervising administrator. When required to travel between multiple buildings, Instructional Coaches shall be reimbursed for mileage at the current district rate.

Section 3. Supervision and Evaluation

Instructional Coaches shall be under the supervision of the Executive Director of Student Achievement, or designee, for the purposes of their evaluation. All duties including but not limited to data collection, reports, and logs assigned to Instructional Coaches shall be reviewed and monitored by the District.

If a coach is permanently assigned to a building, that instructional Coaches shall be under the supervision of that building's administration.

Section 4. Scheduling and Work Arrangements

- A. Instructional Coaches' work schedules will be arranged in collaboration with the classroom teachers with whom the Instructional Coach is working. The classroom teacher and the Instructional Coach must agree on the dates and times of their work.
- B. The district shall provide at least 200 minutes of weekly planning and collaboration time for the Instructional Coaches. If a coach is assigned permanently to a building, that coach shall have the same amount of preparation period as other teachers in the building.
- C. Instructional Coaches are required to attend in-school staff meetings at a building mutually agreed upon between the coach and their supervising administrator.

Section 5. Scope of Services

The extent and nature of activities and services provided by the instructional coach will be driven by student data, district initiatives, and/or teachers' needs. Grade levels will be targeted annually based on student data, trends, patterns and other services provided to staff. Building principals will be kept informed as to meeting times. Building principals may not interfere with a coach's work with an assigned teacher, nor may a principal block a coach from working with a teacher.

In order to preserve the integrity of the instructional coaching program, a majority of their weekly schedule shall be in direct observation or work with teachers which includes, but is not limited to: aligning curriculum and pacing, participating in curriculum reviews, creating and delivering district professional development, modeling lessons, data disaggregation, printing and distribution of supplemental instructional materials, ensure coverage for subbing teachers out to observe other teachers, and assisting in assessing students for program assessments and during state mandatory testing windows.

Instructional Coaches will be required to participate in Professional Learning Communities (PLCs) as determined by their supervising administrator. When participating in PLCs, coaches shall serve in a supportive capacity focused on instructional improvement rather than in an evaluative role.

Section 6. Confidentiality and Teacher Evaluation

- A. Instructional Coaches shall not have any role in teacher evaluation nor shall they provide any information to any administrator regarding individual teacher performance.
- B. The coach's role is to support the growth of the educator through formative tools and practices.
- C. All interaction, written or oral, between the instructional coach and the teacher shall be regarded as confidential.
- D. An instructional coach shall provide feedback, written or oral, in a confidential manner that is not disruptive to the classroom environment.

Section 7. Voluntary Participation and Teacher Rights

- A. Except for beginning teachers (defined as teachers within the first three years of their teaching certification and teachers new to the district), participation by employees shall be voluntary.
- B. Any principal recommending that an employee work with an instructional coach should have observed that teacher at least two (2) times and held a conference with the teacher outlining the benefit to be gained from working with a coach. The final decision shall be the employees.

Section 8. Training and Professional Development

Instructional Coaches will be provided with training to perform the duties required of the position. This may include workshops and conferences with other teachers or principals.

Section 9. Bargaining Unit Status

Instructional Coaches retain their status as members of the bargaining unit and are subject to all terms and conditions of this collective bargaining agreement unless specifically modified herein. Any disputes arising from the interpretation or application of this article shall be subject to the grievance procedure outlined in this collective bargaining agreement.

ARTICLE VI **SPECIAL EDUCATION PROVIDERS**

Section 1. Special Ed Confidentiality

In recognition of the legal and ethical requirements to maintain confidentiality when evaluating and serving students receiving special education services, each building shall provide a designated space for ancillary staff (e.g., school psychologists, school social workers, speech language pathologists, occupational therapists). This space shall be:

- Secure, private, and conducive to conducting evaluations, writing reports, and delivering student services;
- Appropriately equipped and furnished to comfortably accommodate up to five individuals when needed for meetings or testing (not for regular shared occupancy);
- Available exclusively to the designated provider during their scheduled use of the room. If the space must be used by others when the provider is not present, this shall occur only with prior notice, and in a manner that ensures confidentiality, security of student records, and the provider's uninterrupted access to materials and scheduling needs.

Section 2. Evaluation and IEP Timelines and Completion

Special education staff shall be paid \$65 an hour to complete extra duties outside of contract time. The form for reimbursement shall be submitted five work days after the end of each quarter. All extra hour requests must be made to the Director of Special Services at least 5 days in advance. There is no guarantee that extra hours will be granted. A maximum of 5 hours per week will be considered on an individual basis. The district shall pay approved special education staff who have submitted a request for compensation within 20 work days of the submission.

Special education staff shall have the full and legal 30-day timeline to complete IEPs and evaluations. Unless the IEP team decides an expedited IEP is needed with extenuating circumstances.

An expedited evaluation refers to a special education evaluation completed in a timeframe shorter than the standard 30 school days following parent consent, typically in response to urgent educational, behavioral, or legal concerns.

An expedited evaluation may be considered appropriate only under the following conditions:

1. Documented Immediate Risk
 - a. Student poses a danger to self or others due to suspected disability-related behaviors.
2. Emergency Placement or Return from Restrictive Setting
 - a. Student is transitioning from a hospital, residential, or juvenile facility and prior evaluation data is incomplete or outdated.
3. Significant and Rapid Decline in Functioning
 - a. Documented evidence of sudden academic, social-emotional, or behavioral regression unresponsive to general education supports.
4. State or Legal Mandate
 - a. A compliance order, complaint investigation, or settlement agreement legally requires an expedited timeline.
5. District Procedural Error
 - a. A missed evaluation deadline (e.g., REED not held on time) where an expedited process is necessary to restore compliance.

All expedited evaluations must be approved by a designated administrator in consultation with the evaluation team.

Staff shall be provided with adequate planning time and may not be penalized for refusing to complete an expedited evaluation if it:

- o Compromises legal compliance,
- o Exceeds contractual caseload limits, or
 - Risks the quality of the evaluation.

The union shall be notified if a pattern of expedited evaluations emerges that suggests systemic issues (e.g., chronic understaffing, non-compliance trends).

Section 3. Special Ed Caseloads

Caseload and class size limits for special service providers and special education teachers shall follow the Michigan Administrative Rules for Special Education (MARSE).

- Speech and Language Pathologists: 60 students total caseload
- Mild Cognitive Impairment Room: Elementary: 15 with at least one paraeducator (all grades)
- Autism Room: 8 total in class, with at least three paraprofessionals (all grades)
- Cross-categorical room: 10 total in classroom with at least three paraprofessionals
- Resource Room: 15 in the room at one time, with at least one paraprofessional (all grades)
- Resource Room Teacher Caseload: 23 total caseload (all grades)
- Occupational Therapist: 60

- School social workers - 48 total caseload

The School District agrees that school social worker caseloads shall not exceed a total of 48 students, inclusive of both general education and special education students. Students with Individualized Education Programs (IEPs) and high acuity (such as suicidal ideation or crisis) will be prioritized when filling caseloads and providing services.

When the caseload limit is reached or exceeded, general education students requiring support shall be referred to other available behavioral support personnel within the building. Additionally, for general education students, school social workers shall not be the first point of contact for behavioral incidents or interventions when other behavioral professionals, such as Restorative Practice and/or Behavior Interventionist, are present and available, except in cases involving serious needs such as suicide ideation, self-harm, or other mental health crises. Students with behavioral concerns must be referred to the MTSS process and interventions and data must be completed before a student is referred to the social worker's caseload.

If a building does not have a Restorative Practice Coordinator and/or Behavior Interventionist, Social Workers shall populate their caseloads according to the following priorities:

- Special Education students
- Students who are deemed a threat to themselves or to others

When a social worker's maximum caseload is reached, all other duties, which may include but not limited to: Health Care Plans; 504 Coordinator; general education FBAs/BIPs; IEP case manager/coordinator; and MTSS coordination, will be assigned after the building administration, the special education director, building special education providers, trained behavior staff, and other trained staff have met to devise a plan to ensure that the above-mentioned duties are covered

Special education staff shall be paid \$65 an hour to complete extra duties outside of contract time. The form for reimbursement shall be submitted five work days after the end of each quarter. All extra hour requests must be made to the Director of Special Services at least 5 days in advance. There is no guarantee that extra hours will be granted. A maximum of 5 hours per week will be considered on an individual basis. The district shall pay approved special education staff who have submitted a request for compensation within 20 work days of the submission

ARTICLE VII **CLASS SIZE**

- Pupil-Certified Teaching Staff Ratio: Both parties recognize that the pupil-certified Teaching staff ratio is an important aspect of an effective educational program. Class sizes should be kept at or below the following maximums:
- Class or Grade Min-Max Range

Elementary and Middle School	
Kindergarten:	20-25
Elementary (1 thru 3, any class):	23-28
Elementary (4 thru 8, any class):	25-30
Hamtramck High School (9-12) per regular class:	30-35
Horizon High School:	15-24

- C. Extra Students: if it becomes necessary for a certified staff in a K-6 self-contained classroom to be assigned more than the maximum number of students, the affected certified staff shall be paid \$175 for each student determined by the average enrollment during the semester. Certified staff in 6 (rotary classes) – 12 and specials teachers shall receive \$50/period/student. The stipend shall start on the Monday following each State Count Day.
- D. New Sections: Subject to Paragraph B above, it is agreed that if the class size maximum for any class is exceeded by 20% across all sections of a grade level, rounded to the nearest whole number a new section will be established unless other arrangements are made with the certified staff and the Union.

Teachers designated to have the mainstream special education classroom shall have the smallest class size of that grade level in that subject area and shall not exceed the upper limits of the class range outlined above.

It is further recognized that events may occur which threaten the financial stability of the school district and require the reduction of teaching staff. In such instances, the ranges may not be achievable and they shall not be applicable during periods of layoff. The Administration is willing to discuss with the Union how to avoid deviations from or minimize the effect of deviations from the ranges set forth above, but reserves the right to have final say on the matter based on the financial circumstances of the District. Such discussion should include, where appropriate, safety concerns, available resources and scheduling the use of resources. Further, and in the event a class size falls below the low number in a range set forth above, the Administration has the obligation and the right to decide the best course of action which could include cancellation, combination, reassignments and/or maintaining the status quo. The District shall document these financial shortcomings to the Union.

The memorandum of understanding for the 2018-2019 school year will continue through the 2019-2020, 2020-2021 and 2021-2022 school years. Please see attached MOU in Appendix.

- E. In grades K-3 a paraeducator shall be assigned to any class or section that exceeds the maximum range as determined above. The paraeducator shall remain with the class or section for the entire duration that the overage exists.

ARTICLE VIII **SENIORITY**

Section 1. - DEFINED

Seniority shall be years of continuous employment from the first date when the teacher taught on a regular basis and was responsible for daily classroom duties. . Summer school teaching will not count. Time spent on leave of absence to work for another employer shall not be used to compute seniority, except as herein provided. The union will have 30 days after the close of the school year to question any objections on the seniority list as prepared by the Superintendent's office.

Section 2. - SENIORITY IN STATE AND FEDERAL PROGRAMS

- A. When teachers have the same starting date, their place on the seniority list shall be determined by the last 4 digits of their social security number and sent to the Union within ten (10) school days after the start of the school year or after board approval of hire.

For example:

Name	Seniority Date	Social Security #
Unit member #1	9-1-2025	xxx-xx-6500

Unit member #2	9-1-2025	xxx-xx-5999
Unit member #3	2-1-2026	xxx-xx-9999
Unit member 34	2-1-2026	xxx-xx-9234
Unit member #5	2-1-2026	xxx-xx-7233

B. Teachers may only accrue District-wide seniority.

Section 3. - LOSS OF SENIORITY

Seniority shall be lost for any of the following reasons:

- A. Resignation
- B. Discharge unless it is reversed.
- C. If the teacher fails to return to work from leave of absence within ten (10) school days after the teacher was scheduled to return to work except when prevented by “an act of God”.

Section 4. - APPLICATION OF SENIORITY

- A. Pursuant to 380.1248 (1) (c), seniority may be used as a tie breaker in cases where all other factors are equal.
- B. A teacher with an elementary and/or secondary teaching certificate working a partial schedule shall accumulate seniority on the basis of hours worked per day in relationship to a full work day.
- C. A teacher with an elementary and/or secondary teaching certificate working a partial weekly schedule shall accumulate seniority on the basis of days worked in relationship to a five-day week.
- D. Seniority shall not accumulate on leave of absence except on infant care leave for children under age 2, sabbatical, illness, and as provided in Article XIII, Section 7. Seniority for infant care leaves will accumulate for a maximum of two years total for the work life of the employee. Seniority for illness will also accumulate for two years.
- E. Teachers shall accumulate seniority while on layoff; however, they shall not advance more than one increment upon recall from layoff.
- F. If a teacher is required to return to a position from which they has been laid off, they shall have full system- wide seniority in that position immediately.

Section 5. – SENIORITY AND LAYOFFS

In the event that the district needs to layoff bargaining unit members, a combination of seniority, certification, and evaluation ratings shall be used to determine the layoff order. That order shall be as follows:

- 1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.
- 2. If reduction is still necessary, then bargaining unit employees will be laid off based on the following:
 - A. Reductions will be determined based on the building/certification level or certification area.
 - B. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings,

highest to lowest, include Effective, Developing, Needing Support.

- C. Where evaluation ratings are the same, the bargaining unit members with the most years of District experience in the grade level (elementary) or subject (secondary) shall be retained. Grade level credit for teaching in grades Pre-K through 5 shall count towards any "elementary vacancy." Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit employees, in positions that do not required certification, years of experience shall be defined as years of experience in that position (i.e., counselor, SLP, Social Worker, etc.)
- D. Where evaluation ratings and years of experience are the same, the bargaining unit member with the most years of District service shall be retained. Where years of District service are the same, preference will be given to bargaining units' members with certification of high need for the District; for example, math, science, and special education - will be retained. If District service is the same and high need certification is not relevant, the employee's seniority number shall be used.
- E. If a laid off teacher has committed himself to a full-time study program, or a contractual term of employment and is recalled to his teaching position, he shall have the option of returning to it or of accepting a leave of absence without loss of seniority for the remainder of that school year and negates any unemployment for that period.

Section 6. – SUPER SENIORITY

HFT PRESIDENT

The HFT President shall have super seniority in the areas of involuntary transfers, layoffs, and recall within the bargaining unit.

ARTICLE IX **DISCIPLINE, DISCHARGE, AND SUSPENSIONS**

No employee shall be disciplined or discharged for reasons that are arbitrary and capricious.

The District shall provide the Union with a monthly report summarizing and disciplinary action including the date, the bargaining unit of the employee, the contract language or Board policy or legal statute violated, and the disciplinary action taken.

Discipline actions at the written level or higher may be contested through the Grievance Procedure as outlined in Article XII of this contract, including Binding Arbitration. Verbal disciplines may not be contested through the grievance procedure.

In the event that an employee receives a document that records a verbal warning or a conversation, that document shall be removed from the employee's file after 180 days if there have been no further incidents.

Disciplinary action will not be taken on hearsay alone.

No disciplinary action will be taken on alleged infractions that are older than 30 days school days. This time frame will not apply to alleged violations of board policy, state, or federal law.

Disciplinary action will not be taken without first holding a conference with the employee to determine

the facts of the incident.

Any employee placed on involuntary leave during an investigation into an alleged infraction shall be paid during the leave.

An employee shall receive 24-hour notice prior to disciplinary or investigative conference, unless waived by the employee. The notice must include the time of meeting, the location, and the purpose.

The District shall use a progressive discipline policy designed to help employees grow and succeed. This policy shall be district-wide and created in collaboration with the Union. The policy shall be shared in writing with employees no later than the first staff meeting of the school year. Progressive discipline will not apply to alleged violations of state or federal law.

When imposing discipline or giving reprimands, warnings, or criticism, confidentiality must be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

The employee has the right to be accompanied by a Representative of the Union to a meeting, including but not limited to the investigative conference, that may or will result in disciplinary actions.

Employees will receive a copy of all documents placed in their file. Failure to provide a copy of a disciplinary action to the employee will result in its removal from the employee's file.

Employees must be permitted to submit a rebuttal to any disciplinary action. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action.

No employee will be publicly reprimanded.

ARTICLE X **COUNSELORS**

- A. A counselor will not act as an assistant principal nor as an administrative assistant.
- B. The counselor will be responsible to perform those duties specified in their job description.
- C. A permanent secretary shall be assigned to the counseling office in the high school at least on a half-time basis.
- D. High school counselors shall work an additional ten (10) days and shall be paid for these additional days at their normal daily salary rate.

ARTICLE XI **CONSULTING TEACHERS**

Section 1. Salary Schedule

Consulting Teachers will start no lower than step 5 on the salary scale. Teachers transferring to a consulting position shall not lose steps in the transfer. Teachers returning to a regular teaching position from a consulting position shall return to the step they left plus an additional step for each year spent being a consulting teacher.

ARTICLE XII

PROMOTIONS, TRANSFERS AND VACANCIES

Section 1. - CHOICE OF OPEN POSITIONS

- A. Whenever a vacancy in a professional position in the district shall occur, the superintendent or designee will publicize the same by posting such vacancy via district email for at least five (5) calendar business days. The basic terms and conditions will be included in the posting. Any qualified and certified teacher may apply for such vacancy. The superintendent or designee will also consider the most recent change of assignment requests when filling such vacancies.

In filling such vacancy, the superintendent or designee will make teacher placement decisions based on the following criteria, in order:

1. Certification
2. Prior year evaluation rating
3. Disciplinary record (previous 18 continuous months)
4. Seniority.

Section 2. - TRANSFERS, VACANCIES AND ASSIGNMENTS

- A. Inter-building transfers and intra-building reassignments shall be made on a voluntary basis whenever possible.
- B. Involuntary Transfer. There shall be no involuntary transfers, both inter-building transfers and intra-building, to positions that have not been posted for at least five (5) business days.

No teacher shall be involuntarily transferred for reasons that are without sound basis, lack justification, or disregard relevant facts. An involuntarily transferred teacher shall have right of first refusal to return to the position from which they were involuntarily transferred when the conditions that precipitated the involuntary transfer no longer exist.

Teachers who are involuntarily transferred will be given a minimum of five (5) business days from the date of notice before starting the new assignment.

- C. Voluntary Transfer. Teachers wishing to voluntarily transfer will be allowed to apply during the transfer window from February 1st - April 15th. No voluntary transfers can be requested mid-year unless approved by Human Resources. Teachers who apply for a voluntary transfer during the transfer window will be given a priority application ahead of other internal or external candidates. The selection process is as follows:

- a. A vacancy must exist in the assignment at the location.
- b. The employee must meet the requirements (including possessing appropriate certification, or licensure where applicable) to work in the vacant assignment.
- c. Employees who wish to transfer may be subject to the presentation and delivery of a demonstration lesson, and/or an interview at the requested transfer location with the administrator and their selected hiring team including at minimum one member designated by HFT. The interview team will make a recommendation to the Principal at the location.
- d. The Principal at the receiving transfer location must approve the transfer following the recommendation of the hiring team by submitting an offer request to Human Resources.
- e. An employee will receive an offer request to transfer to the new location via District email and a phone call. (Agree)

f. The employee must accept the offer request within three (3) business days of receiving the offer.

g. Official notification of a transfer will come in the form of a transfer letter from Human Resources via District email with the reassigned transfer location and reporting date.

h. Once a transfer is effectuated for the employee, it is final, and no further voluntary transfer requests can be executed during the school year.

i. To ensure continuity of instructional support, employees rated as "needing support" or "developing" in their most recent evaluation shall transfer locations only if expressly approved by Human Resources.

j. The Union shall be notified of all voluntary transfers within five (5) business days of the transfer approval.

- D. Teachers who will be transferred or reassigned shall be given sufficient notice of such transfer or reassignment as soon as feasible. Unless notified, it shall be presumed that teachers will continue their present assignment.

Section 3. - DURATION OF ASSIGNMENTS

All assignments shall be on a continuing contract.

Section 4. - NOTICE REQUIREMENTS

- A. Any promotion, open position, transfer, or assignment shall be posted for not less than ten (10) school days except with the permission of the President of the Union.
- B. The Superintendent will provide a list of vacancies for the next school year, which will be posted on the HPS web site and in each building by the Union for ten (10) days prior to filling such vacancies. During the summer, all teachers who wish to be notified of vacancies must leave self-addressed envelopes with the Superintendent to receive the notices. These will be sent at the same time as the notice to the Union president or their designee. Members of the Union who have applied for a vacancy will be notified by the superintendent of the decision.

Section 5. - JOB DESCRIPTIONS

- A. Both parties shall be governed by the job descriptions and definitions of responsibilities as set forth in the policies of the Board of Education. Copies of said policies shall be made available to the Union. Amendments and future changes affecting the bargaining unit's wages, hours, and working conditions shall remain negotiable.
- B. No teacher shall be required to perform procedures for handicapped/medically fragile students such as suctioning and catheterization, unless currently trained and certified.
- C. Assistance for New Teachers – In accordance with Section 1526 of the State Aid Act, the District will provide new teachers with assistance in the form of intensive professional development and mentoring, including five (5) days of in-service training each school year.

ARTICLE XIII **BUILDINGS AND CLASSROOMS**

Section 1. CLASSROOM ATMOSPHERE

- A. The creation and preservation of a safe, healthy, clean, quiet and comfortable classroom and general school atmosphere is necessary for the best interests of the children, the teachers, and the furtherance of the educational process.

- B. It is our mutual responsibility to make every effort to maintain such an atmosphere.
- C. Buildings shall be kept as clean, safe and healthful as possible.
- D. Facilities for personal hygiene, desk space and facilities for clothing, as well as other necessary requirements for good teaching shall be provided and maintained. Any necessary improvements to existing conditions shall be made at the earliest possible time.
- E. The parties will cooperate in maintaining physical facilities of the school and classroom to the best of their abilities.
- F. Classroom interruptions shall be held to a minimum so as not to interfere with the work of the teacher and their pupils.
- G. Teacher absences resulting from and caused by a District building shall be governed by Article XII, Section 5.
- H. The District and Union shall establish a district-wide Clean and Safe Schools Committee. This Committee shall address staff concerns about health and safety issues. This Committee shall consist of a Union Designee from each building and administration. This Committee shall meet once a marking period and shall make recommendations regarding issues of health and safety to the Superintendent. One committee member per building shall collaborate with the building Administrator to complete the monthly report regarding building cleanliness.
- I. The Health and Safety Committee Coordinator shall receive \$50 per meeting for a total of \$200 for the year. Representatives from each building shall receive \$25 per meeting for a total of \$100 for the year.
The stipends will be disbursed 4 times a year, 1 for each quarter.
Representatives and the coordinator must be present at a meeting in order to receive their stipend for that meeting.

Section 2. – SUPPLIES

- A. All budgeted supplies and materials shall be distributed to building administrators prior to the first day of school attended by students.
- B. Duplicating paper and supplies shall be stocked near the duplicating machines in a convenient place that is available to teachers at reasonable times and subject to reasonable procedures. Duplicating equipment shall be available at reasonable times and subject to reasonable procedures to teachers for official District use (not other business or personal or union use) but will normally be used during preparation periods, lunch, before and after school.

Section 3. - SUPPLIES REQUISITION

Effective September 1, 2013, each teacher shall be allowed to requisition through the school principal classroom supplies not generally ordered during the school year. The Superintendent or their designee will approve any such requisition at their discretion.

Section 4. – CLASSROOM LOCATION PLACEMENT

Building administrators shall finalize teacher classroom assignments for the following year no later than August 1st. Any teacher whose classroom assignment is involuntarily changed shall be informed in writing no later than August 1st and shall be granted no less than two (2) days of paid time to pack up and prepare their items for the involuntary move and to set up the new room. The rate of pay shall be the SCR.

Assistance for moving of furniture items and heavy boxes shall be provided to any teacher who requests such help, with priority given to teachers with disabilities.

Section 5. – COURSE CREATION

No course (elective or core curriculum) at the middle school or high school level shall be created without vetting through this process:

- Step 1: approval by the Director of Student Achievement
- Step 2: approval by Superintendent
- Step 3: approval by school board

If the new course is initiated and created by a teacher, the job shall not be posted. If the creation of the course is initiated by administration, the job must be posted.

A new course must be on the course selection booklet/sheet that is completed by students and chosen by at least 25 students before it is placed on the master schedule. Advanced Placement (AP) classes are exempt from the 25-student enrollment requirement

All new courses must receive district supplied curriculum materials before the course starts.

ARTICLE XIV **LAYOFF AND RECALL**

Section 1. – RECALL

- A. To remain on layoff and subject to recall from layoff, a teacher shall notify the School District of such intention annually by registered letter (return receipt requested) postmarked on or between June 1 and June 30.
- B. The School District's obligations to recall a laid off teacher shall be considered fulfilled if the district sent a registered letter (return receipt requested) with the notice of recall to that teacher's last known address on file in the Superintendent's Office.

ARTICLE XV **GRIEVANCE PROCEDURE**

Section 1. - PURPOSE

The fundamental purpose of the grievance procedure is to resolve grievances and complaints in an equitable manner at the earliest step and to eliminate the source of them.

Section 2. - BARGAINING COMMITTEE

The Bargaining Committee shall consist of a membership not to exceed five (5) members including the president of the Union.

Section 3. - UNION RIGHTS

The Union shall be notified of any meetings between a teacher and administration at which disciplinary action against a teacher is to be discussed or taken. No teacher shall be disciplined or reprimanded arbitrarily or capriciously.

Section 4. – TIME IN WHICH TO FILE GRIEVANCE

Grievances shall be considered waived unless filed, in writing, within twenty (20) days of the grievable offense, except when the offense arises from a clerical error on behalf of the district. In the latter case, a grievance shall be considered waived if not submitted in writing within ten (10) days of the date that the informal process has ended.

Section 5. - INFORMAL CONFERENCE

An alleged grievance shall be discussed first with the principal and/or their designee with the object of

resolving the matter informally. The opportunity to be present shall be extended to the teacher representative and or Union designee.

Section 6. - FORMAL PROCEDURE

STEP 1. - PRINCIPAL, TEACHER AND TEACHER REPRESENTATIVE

If the grievance has not been resolved informally, the aggrieved teacher may present their grievance in writing in duplicate to the office of the principal within ten (10) business days following the act or condition which is the basis of the grievance. Thereafter, the grievance shall be discussed with the principal or their designee within three (3) business days after delivery of the grievance to their office. Within three (3) business days after delivery of the written grievance to the principal, the grievance shall be discussed by the principal or their designee with the aggrieved teacher and the teacher representative. If it has not been resolved by agreement, the principal or their designee shall, within two (2) business days following this meeting, write their decision together with supporting reasons on the grievance and return it to the teacher representative. The Union may send it to STEP 2 by delivering it to the office of Human Resources within five (5) business days after receiving the grievance from the principal.

STEP 2. - HUMAN RESOURCES AND BARGAINING COMMITTEE

Within five (5) business days after the grievance has been received by the office of Human Resources, the grievance shall be discussed at a meeting of Human Resources Director and the Bargaining Committee and such representatives as either party may desire with the intention of resolving the grievance with an agreement. If an agreement is reached, it shall be written on the grievance and the Human Resources Director and the chairman of the Union Bargaining Committee shall sign it. If no agreement is reached, the Human Resources Director shall write on the grievance their denial of it together with their supporting reasons within the second business day following this meeting and return it to the Chairman of the Union Bargaining Committee. If the Union is dissatisfied with the results of this meeting the Union may proceed to STEP 3.

A grievance shall be deemed withdrawn and waived by the Union and the grievant if the grievance is not filed or pursued to the next step within the time frames of each step.

A non-response by the District to a grievance shall be considered a rejection of the grievance. The time to respond to the next step after such rejection shall begin on the day after the District's response was due to the Union.

STEP 3. – THE SUPERINTENDENT AND THE BARGAINING COMMITTEE

If the grievance has not been resolved in Step 2, the aggrieved teacher may present their grievance in writing in duplicate to the office of the superintendent within ten (10) business days after response from Human Resources. The grievance shall be discussed at a meeting of the Superintendent and the Bargaining Committee and such representatives as either party may desire with the intention of resolving the grievance with an agreement. If an agreement is reached, it shall be written on the grievance and the Superintendent and the chair of the Union Bargaining Committee shall sign it. If no agreement is reached, the Superintendent shall write on the grievance their denial of it together with their supporting reasons within the second business day following this meeting and return it to the Chair of the Union Bargaining Committee. If the Union is dissatisfied with the results of this meeting the Union may proceed to STEP 4.

STEP 4. - BINDING ARBITRATION

Within five (5) business days after the completion of STEP 3, the Union shall notify the District of its intention to proceed to arbitration. If the District and the Union do not select an arbitrator within five (5) business days after this notification, the Union may refer the grievance to the American Arbitration Association for binding arbitration. The dismissal of a probationary teacher shall not be a proper subject for arbitration. The arbitrator shall not add to, nor subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator. The expenses of the arbitration shall be borne by the party against whom the decision was rendered.

Section 7. - DAMAGES

In the event of reinstatement, any award of backpay shall be reduced by a grievant's interim earnings. Interim earnings includes but is not limited to unemployment compensation, workers' compensation, income

received from other employment and any other disability payments.

Section 8. - WAIVER OF STEPS

If a grievance is of such a nature and character that it may affect more than one member of the bargaining unit, or if there is a deviation, misapplication or misinterpretation of this Agreement, the Union on its own, may file the grievance directly at STEP 2.

ARTICLE XVI **PAID LEAVES OF ABSENCE**

Section 1. - SICK LEAVE

- A. 12 days per year shall be given to teachers for sick leave. Teachers can bank unused sick days for use either as sick days or for severance in accordance with Article XIX. There is no limit to the amount of days a teacher may bank for use as sick days. All teachers may bank up to 200 days for severance.
- B. A teacher who has exhausted their sick days may borrow up to ten (10) days with a promissory note. These days will be charged to the teacher at the beginning of the following school year. Such a teacher may borrow no more than 30 days (Limit 10 per year) in a ten-year period. When the limit has been reached and hospitalization or rehabilitation is required, the teacher may borrow up to 10 additional days for that year. The days will be charged to the teacher against their next available 12 sick day period.
- C. If a teacher leaves the District with an amount of unpaid, borrowed sick days, those days shall be repaid by the teacher within thirty (30) days of the beginning of the next instructional school year.
- D. Any absence due to illness extending beyond four (4) consecutive work days shall require a physician's statement. Such statement may be from the school physician or from the teacher's physician. The statement must be presented to the building principal within three (3) working days of the teacher's return to work. If no such statement is presented within said period, the days will not count as sick days.
- E. Any absence due to illness on the day immediately preceding or immediately following a holiday shall require a physician's statement in order to receive pay for the days absent either immediately prior to or immediately following a holiday. A statement must be presented to the building principal within three working days upon return.
- F. Any absence due to illness must be called in the day before or the morning of the absence in accordance with Article IV section 15.
- G. Perfect Attendance Incentive: Teachers who do not use any sick or personal days in a marking period will receive a payment of \$125.00 for that marking period except teachers who do not use any sick or personal days during the last marking period shall receive \$150.00 instead of \$125.00. Perfect Attendance Incentive Forms shall be kept in the office of each school in a location accessible to the teachers.

Section 2. - BEREAVEMENT LEAVE

Employees shall be allowed five (5) consecutive days leave with pay, due to the death of an immediate family member. (Note: Immediate family consists of: father*, mother*, husband, wife, son*, son-in-law, daughter*, daughter-in law, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather*, grandmother, grandson*, granddaughter* and legal guardian with verification**. (*Indicates including step). **The Superintendent or designee shall prescribe the procedures for applying for and documenting such leave.

Employees in committed, long-term relationships of five (5) years or more shall be eligible for bereavement leave. The employee shall provide proof of shared assets or liabilities. The employee shall provide a funeral or memorial program.

Employees who are executors of an estate for someone not named above, shall be eligible for this

bereavement leave.

Section 3. - PERSONAL BUSINESS LEAVE

- A. Personal business is construed to mean any personal affairs that cannot be handled outside of the work day or during off time.
- B. Each teacher shall be allowed three (3) days each year with pay for personal business. Such leave shall be applied for in writing in advance to the building principal.
- C. No leaves shall be granted on the day before or the day after a school holiday or a school vacation. A personal business day may not be granted the first week or the last two (2) weeks of the school year.
- D. No more than two (2) members of the Union in each school may take a personal business day on any given day.
- E. Unused personal days will be added to the sick bank.

Section 4. - COURT APPEARANCES, EXAMINATIONS AND JURY DUTY

- A. A leave of absence with pay shall be granted for time necessary for appearances in any legal proceeding involving the district if the teacher is required by law to attend, except on behalf of the Union in cases against the Board, provided that the teacher must reimburse the District the amount of the compensation received from such appearance, if any. This section shall apply only in those instances where an employee is required by law to attend in matters where they are not a party to the action. If an employee requires time off because of a lawsuit or claim involving themselves, or a relative, then the employee must use personal days to attend hearings, depositions, trials, court dates, etc.
- B. Teachers who are required to appear for jury qualifications or serve on a jury shall receive their regular salary from the District for such days providing they present their jury duty paycheck to the District.

Section 5. — SICK LEAVE RESULTING FROM AND CAUSED BY ASSAULT/DISTRICT BUILDING

Any teacher may submit documentation to the Superintendent or their designee indicating that the teacher's sick leave resulted from and was caused by an assault at school or a school related event and not caused by the teacher or resulted from and was caused by a district building. Such documentation shall include, at a minimum:

In the case of an assault:

1. Documentation proving that the teacher had filed a complaint with or caused a police report to be issued by the appropriate police agency concerning the assault.
2. Documentation from a physician detailing the extent of the assault related illness/injury and confirming that it prevented the teacher from being at work for the period claimed.

A teacher will also submit the following if and when available (the absence of these will not be a basis to refuse to make or to delay the making of the determination below):

1. Any documentation filed with the Court regarding the assault.
2. Any documentation determining who committed the assault.

In the case of sick leave resulting from or caused by unhealthy or unsafe building conditions:

1. Documentation of a competent expert determining causation and which specifies the aspect of the building that caused the illness/injury.
2. Documentation from a physician confirming the illness/injury and the inability of the teacher to work for the period claimed.

Article XII, Section 1 D., shall govern illness claimed to be caused by assault or a building extending beyond four consecutive work days. Upon presentment of the documentation indicated above, the Superintendent or their designee, in their sole discretion, may determine that sick leave resulting from and caused by assault or unhealthy or unsafe building conditions as detailed above will not be charged against the teacher's sick bank.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

Section 1. - MILITARY LEAVE

- A. A military leave without pay shall be granted to any teacher who may enlist or be inducted into the armed forces of the United States. Upon returning from service, the employee shall be assigned to their previous position or to one of comparable rank in the school system. He/she shall receive the annual increments under the salary schedule to which he/she would have been entitled had he/she remained in the employment of the District. The written request for return from military leave must be supported by competent proof that said person has an honorable separation from military service. The application for reinstatement must be presented within ninety (90) days from said release or discharge.

- B. A teacher shall be granted leave with pay to a maximum of 30 thirty days of emergency duty with Armed Forces Reserve Units, if such duty occurs during the regular school year (September to June).

Emergency duty in this instance also includes issuances of orders over which the teacher had no control. However, the teacher's pay from the Board shall be the difference between the gross pay that the teacher receives from the reserve unit and their regular pay.

Section 2. - SABBATICAL LEAVE OF ABSENCE

- A. A sabbatical leave may be granted to a teacher who has completed seven (7) consecutive years of service for travel, study, and other approved reasons.

1. Fellowship, internship, or industrial or professional update.
2. Study--when related to current teaching assignments.
3. Travel--only when related to teaching assignments.

- B. In considering requests for leave, the committee shall follow these guidelines:

4. What will the return investment be to the students of the School District and the School District itself?
5. The complete biographical background of the applicant, including age, past performance as a classroom teacher, and involvement in extra curricular and professional activities.
6. Proof of leave request reason in writing.
7. Requirements for obtaining a qualified replacement teacher while applicant is on leave.

- C. The applicant shall be required to present their case for leave request both in writing and in person to

the Superintendent. This should also include a professional resume.

- D. The leave shall not exceed two (2) semesters. The number of leaves granted shall not exceed two (2) percent of the total number of instructional teachers *in the bargaining unit* in any one year. The Superintendent and the Board of Education will make that decision.
- E. Seniority will be frozen during this leave.
- F. A teacher shall be entitled to reapply for sabbatical leave after each seven (7) years of consecutive teaching. A teacher who receives a Sabbatical Leave shall agree to return to service with the District for a period of two (2) years.
- G. Applications for sabbatical leaves must be submitted on or before January 31 of the year in which the leave sought would begin. Approval or denial of such leave shall be made within 60 days after date of applicant's request.

Section 3. - PEACE CORPS AND ARMED SERVICES TEACHING

Leave without pay, not to exceed two (2) school years, shall be granted for Peace Corps assignment or assignment to teach children of armed forces personnel.

Section 4. - STUDY LEAVE

- A. Leaves of absence without pay may be granted upon application for the following purposes:
 - 1. Study in major field
 - 2. Study to meet eligibility requirements for degree
 - 3. Study research, or
 - 4. Special teaching assignments involving advantage to the school system.

The regular salary increment occurring during such period of leave shall be granted.

Section 5. - PARENTAL LEAVE OF ABSENCE

- A. Any actively employed member who has been employed with the District for at least one year:
 - a. Who gives birth
 - b. Whose spouse gives birth or,
 - c. Who adopts a child during the school year shall be entitled, upon reasonable notice and request, to paid child-care leave of six (6) weeks provided that:
 - i. The leave is taken in one sequential period and not on an intermittent basis
 - ii. The leave shall run concurrently with FMLA.
 - iii. Any additional leave time beyond the six-week period counts against the member's sick leave/FMLA banks
- B. PARENTAL CARE LEAVE FOR CHILDREN UNDER THE AGE OF TWO (2) YEARS--Leave for the purpose of child care shall be granted without pay. Such leaves shall be granted to either parent for a maximum of one (1) year per birth. The right to return to the job which the employee held prior to the leave of absence shall be governed by the Family Medical Leave Act for the twelve (12) weeks of leave

granted under that Act. If the person's FMLA leave expires during the time school is not in session, the employee may return to their job by the first day of classes for the next semester.

Section 6. - UNION LEAVE OF ABSENCE

Teachers who are elected or appointed to full-time positions with the Union, AFT, AFT-MI or with the AFL-CIO with which it is affiliated upon proper application will be granted unpaid leaves of absence for the purposes of accepting those positions. To maintain their seniority, an Employee will need to renew their leave annually by January for staffing purposes. When the employee returns to employment, their assignment will then be decided upon. Employment of Union leaves are limited to a maximum of (2) two years.

Section 7. - PUBLIC OFFICE LEAVE OF ABSENCE

A teacher shall receive a leave of absence without pay, seniority, or increment to serve in a public office provided such leave is for no less than one (1) year.

Section 8. - SPOUSAL LEAVE OF ABSENCE

A teacher will be awarded a one-year leave of absence without pay and without increments when their spouse has been transferred out of the area for business, provided that such leave has been applied for at least sixty (60) days prior to the start of the school year.

Section 9. - PERSONAL LEAVE OF ABSENCE

Personal leave of absence will be granted without pay and fringe benefits to a teacher after five (5) years of service to the District upon proper request as indicated in the following:

- A. Proper request shall mean written notification to the Superintendent at least sixty (60) calendar days before the end of the school year in June except in case of emergency.
- B. Personal leave shall be for no more than two (2) years. Employees must return for at least one school year prior to be eligible for another personal leave. The maximum number of personal leaves that may be granted is two (2). An employee who is on a personal leave may not gain employment with another school district while on a personal leave. Leaves may be extended to the maximum but not reduced.
- C. The teacher must notify the Superintendent in writing of their decision to return from personal leave at least forty-five (45) calendar days before the end of their leave.
- D. Failure to notify the Superintendent of one's desire to return from a leave shall mean termination of that teacher's employment by the District.
- E. The teacher's seniority and increment shall be frozen for the period of the leave.
- F. The number of leaves granted shall not exceed two (2) percent of the total number of teachers in any one year.
- G. If a qualified substitute cannot be found, the teacher involved shall be notified by August 1, prior to the scheduled leave. If no qualified substitute can be found before the scheduled start of school, the leave shall be denied.
- H. If more than two (2) percent of the total number of teachers apply, or in emergency cases, then a committee of five (5) persons, including the Superintendent and four (4) others of which two (2) shall be teachers named by the Union, shall make the final recommendations to the Board on requests for personal leave.

Section 10. - MEDICAL LEAVE OF ABSENCE

- A. A leave of absence for illness may be extended without pay beyond a teacher's accumulated sick leave days for such time as is necessary for complete recovery from such illness, based upon the verification of the medical condition from a certified physician, or as required by law.

If documentation provided is not sufficient in the Superintendent's opinion, then the individual must go to a physician selected by the District. If a conflicting opinion arises, a third doctor will be selected by the Union and the District, to be paid for by the District. The opinion of the third doctor will be final.

- B. See Article VIII, Section 2B.
- C. The foregoing shall not supersede provisions for layoff.
- D. A teacher returning from a one-year leave of absence shall inform the Superintendent no later than the first of April preceding the school year of the intended return. Failure to supply such a notice to the Superintendent shall be deemed evidence of the teacher's intention not to return to the employ of the School District and therefore relieve the Board of further obligation for re-employment.
- E. Teachers on semester leave who wish to return to their teaching duties shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the teacher's intention not to return to the employ of the School District and therefore, relieve the Board of further obligation for re-employment.
- F. All insurance payments shall cease when a teacher is on an extended unpaid leave, under this article or any other article contained in this contract, except as provided in Article XVII, Section F. A teacher on such leave, may elect to continue coverage provided such teacher makes necessary premium payment to the Board of Education at such times as the premiums fall due. This section shall be administered in accordance with the provisions of the FMLA and COBRA.
- G. A leave of absence for pregnancy disability shall be treated like a leave for any other disability.
- H. Any leave or absence taken for reasons covered by Family and Medical Leave Act will be counted against an employee's allotted Family and Medical Leave time.

ARTICLE XVIII **WORKERS COMPENSATION**

All leaves required by virtue of illness or accident compensable under the Workmen's Compensation Laws shall not be charged against sick leave and the Board shall pay to such persons an amount equal to the difference between the amount allowed under the Workmen's Compensation Laws of the State of Michigan and the basic salary due such teacher. In no event are payments to exceed a period of ninety (90) days or exceed one hundred percent (100%) of the employee's daily rate. The employee must procure proper medical documentation and supply it to the insurance company in order to receive this benefit.

ARTICLE XIX **FAIR EMPLOYMENT PRACTICES**

- A. The District will continue its policy of non-discrimination of any teacher or pupil on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification and presentation, marital status, age, health status, or membership or participation in or association with activities of any teacher organization.
- B. The Union, in accordance with its Constitution, agrees to continue to admit people without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, gender identification and presentation, marital status, age, health status, and to represent equally all teachers without regard to membership or participation in or association with activities of any teacher organization.
- C. The parties jointly agree to work together to continue and expand a policy to eliminate all forms of discrimination and segregation with respect to school facilities, programs, materials and staff.

ARTICLE XX
BOARD POLICIES

The policies of the Board of Education of this District as amended from time to time shall govern the parties hereto in all particulars not otherwise set forth herein and are hereby incorporated by reference and made a part of this agreement. Provided, however, that any proposed amendments or changes in Board policies relating to wages, hours and working conditions shall hereinafter be negotiated at a future date. Matters not covered by this agreement which affect the rights of the bargaining unit relative to wages, hours and working conditions shall be negotiated.

ARTICLE XXI
HOSPITALIZATION, DENTAL, VISION, LIFE INSURANCE
AND LONG TERM DISABILITY

A. General

The Healthcare committee and the District shall meet annually when rates are made available to the District to discuss healthcare rates and options for the following school year.

B. Hospitalization:

1. The District shall provide a Hospitalization plan with a Premium Funded drug prescription rider according to the following schedule:

RX - \$10/\$30/\$40

90-day supply - \$10/\$40/\$60

2. As an alternative to the foregoing program an employee may elect as their health insurance, subject to the underwriter's acceptance, an HMO (Health Care Network) plan selected by the District.
3. If allowed by the insurance carrier and offered by the District, the married employee with or without dependents who does not elect to enroll in the District's health care program will be eligible for a stipend in the amount of \$2,400 per year. This program shall be subject to the requirements of the law.
4. Annually the employees will disclose any other health care coverage under which the employee, their spouse or dependents are covered so that the District may be assured that claims are processed in the proper order and that its claims history is not distorted.

C. Dental:

The District will provide dental coverage with a minimum level of 100-70-70% with at least fifty percent (50%) orthodontic benefit. Plan minimum of \$1,250/\$1,200. If the Dental Plan should ever become more expensive than an alternative plan, the District may switch coverage. This plan will be a shared cost plan of 80/20 between the District and the Employee.

D. Vision:

The District will provide vision coverage. This plan will be a shared cost plan of 80/20 between the District and the Employee.

E. Life Insurance:

The District shall provide each teacher with a life insurance policy at the rate of fifty thousand (\$50,000) dollars, implemented October 1, 1994.

F. Long Term Disability Insurance:

The District will provide for the employee Long-Term Disability insurance coverage with a waiting period of ninety (90) calendar days from the first date of disability and benefits of sixty (60) percent of the normal

monthly earnings to a maximum benefit of Three Thousand Five Hundred and no/100 (\$3500.00) dollars per month. Upon becoming eligible for Long-Term Disability the employee will receive long term disability benefits from the insurance company.

The employee has the responsibility to file the proper disability applications in a timely manner. Following the ninety (90) day waiting period, the unexpended sick days of the employee will remain in the sick bank during the disability period. The employee will not earn any sick days while on disability. Teachers returning from Long-Term Disability shall not advance more than one (1) increment on the pay scale, and shall not accrue more than two (2) years seniority for the work life of the employee.

“Insurance benefits provided by this agreement shall continue to be paid by the district for a period of six (6) months on and after the initial date of the disability. Any leave under this provision shall be substituted for FMLA. Insurance benefits will cease six (6) months from the initial date of the disability. The employee may elect to continue coverage under the provisions of COBRA.”

ARTICLE XXII **SEVERANCE PAY**

- A. For the purposes of severance at retirement, all teachers will be paid up to a maximum of 200 days in their sick bank at \$200 per day at retirement only. District must receive notification that the employee has submitted retirement paperwork. Final Salary Affidavits submitted to the Payroll Office is sufficient notification of employee's retirement for severance pay-out. This severance pay shall be placed in a tax annuity within 30 days.
- B. In the event of the death of a teacher who meets the criteria for severance pay (the payments due in A above), their beneficiary shall be paid severance due based on the number of unused sick days in the teacher's sick bank, in accordance with the scale in Section A of this Article.

ARTICLE XXIII **ADULT EDUCATION**

Section 1. APPLICATION

The following articles shall apply only to Adult Education teachers and shall not include teachers in the Community Education Program.

- A. Adult Education Teachers shall be State Certified, and shall be a teacher in the Adult Education Program.
- B. Adult Education Teachers will receive one (1) personal leave day each semester. No leaves shall be granted on the day before or the day after a school holiday or a school vacation. A personal business day may not be granted the first week or the last two (2) weeks of the school year.
- C. Adult Education Teachers will receive pay for the hours they would normally work if the class, as scheduled, falls on the following holidays:
 - Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King, Jr. Day
 - President's Day
 - Good Friday
 - Memorial Day
 - Eid Al-Fitr (when occurring during the school year)
 - Eid Al-Adha (when occurring during the school year)

Christmas Day, New Year's Day and Eid will be paid at 50 percent of the employee's regular work hours, even if they fall on a weekend.

Holiday hours will be counted in accordance with employee work hours. Employees will receive holiday pay in accordance to their average daily work hours. Employees who have an unauthorized absence the day before or the day after a district break in which a holiday falls will not be paid for that holiday.

- D. Adult Education Teachers will accumulate one (1) hour of sick time for every fifteen (15) hours worked.
- E. Adult Education Teachers shall be granted three (3) days of full pay due to a death in the immediate family. (Note: immediate family consists of: father*, mother*, husband, wife, son*, son-in-law, daughter*, daughter-in-law, sister, brother, father-in-law, mother-in-law, grandfather* and grandmother* (*indicates including step). The Superintendent shall prescribe the procedures for applying for and documenting such leave which procedures shall be followed in order for the leave to be paid. Bereavement leave is not sick leave and shall not accumulate.
- F. Adult Education Teachers will receive pay for any snow days provided they would be scheduled to work on that day.

G. ADULT EDUCATION CLASS SIZE

- 1. At the beginning of the school year and/or semester, a minimum of twenty (20) students is necessary to open up a class section.
- 2. If an Adult Education Teacher has less than eight (8) students in their class, the Adult Education Director may discontinue that class.

H. ADULT EDUCATION SENIORITY

3. Adult Education shall maintain a separate seniority list for the sole purpose of the Adult Education Program.
4. Seniority for Adult Education Teachers shall accrue based on the total number of hours of continuous employment beginning with the 1987-88 school year.
5. All adult education teachers are subject to certification requirements for the positions they hold. Selections for adult education positions will be made on appropriate certifications.

I. POSTING PROCEDURES

6. New positions in Adult Education shall be first offered to Adult Education Teachers.
7. Positions not filled by Adult Education staff shall be posted for the remainder of the bargaining unit.

Section 2. - ADULT EDUCATION SALARY SCHEDULE:

2025-2028	
1.	30.01
2.	31.21
3.	32.46
4.	33.76
5.	35.11
6.	36.51
7.	37.97

- A. Any absence due to illness the day preceding or following a holiday shall require a physician's statement in order to receive pay for the days absent. A statement must be presented to the Director within three(3) working days upon return.
- B. Any absence due to illness extending beyond four (4) days shall require a physician's statement. Such statement may be from the school physician or from the teacher's family physician. The statement must be presented to the Director the day the teacher returns to work.
- C. The District shall provide an answering machine for reporting absences.
- D. The District shall provide each full-time adult education teacher (full time is defined as working a minimum of 24 hours) single coverage from the vision plan provided to regular education teachers. District will pay 80% of single coverage and employees pays the remaining 20%.
- E. Under the direction and supervision of the Adult Education Director each teacher will receive a paid prep period three (3) times per school year. This will be one (1) class period per course. If throughout the year the active enrollment is equal to or exceeds 30 or more students, that teacher is entitled to one additional prep
- F. The School District shall provide the same health care coverage offered to regular education teachers for single coverage only. The district shall pay up to the hard cap with the employee paying the remaining premium provided said teacher completes the school year as a full time employee.

ARTICLE XXIV

PART-TIME TEACHERS

- A. To be eligible to receive any fringe benefits a teacher must be under contract for full-time employment.

- B. No full-time staff members will have their work assignments reduced to hire a part-time teacher to fill an assignment for which the full-time teacher is qualified.
- C. A less than full-time teacher may be hired when the need exists for a part-time position.
- D. A part-time teacher shall be placed on the teachers' salary schedule at the appropriate fraction of an agreed upon step of the salary schedule and shall progress to the next step of the salary schedule annually until the maximum salary step has been reached. The Union shall be informed of the agreement. Agreements made prior to the ratification of this contract shall prevail.
- E. To accumulate seniority, a part-time teacher must have an elementary and/or secondary teaching certification and be under contract.

ARTICLE XXV **MISCELLANEOUS**

- A. The dismissal of a probationary teacher is not proper grounds for a grievance.
- B. The District will print the Agreement in booklet form.
- C. Any student who fails a class, may not re-take the class with the same teacher, if another teacher's class is available for that student in the subject or class that he failed, unless mutually agreed to by the teacher and principal.
- D. The word "assignments" shall be added to all sections relating to promotions, vacancies and transfers.
- E. Five (5) W-2 forms will be given to teachers for income tax purposes if possible
- F. A student who is suspected of being a special education student candidate shall be referred to the Special Education Department. The Department will test and process the referral according to its rules and regulations.
- G. In the absence of emergency, major repair work, painting, or exterminating that can be done when school is not in session shall be done during vacations so as not to disrupt classes.
- H. The District shall encourage educational field trips and when funds are available, transportation shall be provided. Substitutes will be provided when necessary.
- I. All teacher evaluations shall be done on a timely basis. If a principal or administrator fails to complete an evaluation on an agreed date, they shall evaluate that teacher within 10 working days.
- J. The District and the Union will mutually agree to the final school calendar by March. The District reserves the right to make adjustments to the school calendar to accommodate school holidays that may impact student and staff attendance. The district is willing to discuss these changes with the Union before the changes are implemented. Calendars for the 2019-2020, 2020-2021 and 2021-2022 school years have been included as part of Schedule C.
- K. Removal of all Prohibited Subjects of Bargaining effective with the Ratification date of HFT Membership 05-26-2015. \$500.00 (One Time) Bonus given to every HFT Teacher by June 30, 2015.

ARTICLE XXVI **STRIKE PROHIBITION**

The Union will not engage in or encourage strike action of any kind during the life of this contract.

ARTICLE XXVII
SAVINGS CLAUSE

If any provisions of this agreement shall at any time be held contrary to law or decisions by a court of last resort in Michigan or of the United States or by any court of competent jurisdiction from whose judgment no appeal has been taken within the time provided for so doing, and in that event, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXVIII
COMPENSATION

Compensation shall be governed pursuant to the terms and conditions set forth in Schedule "A" and Schedule "B" attached hereto and made a part hereof.

ARTICLE XXIX
EARLY NOTIFICATION STIPEND

An eligible teacher who notifies the district prior to May 1st of a school year in writing of their intent to resign for the purposes of retirement between June 30th and August 31st and in fact acts upon that intention as described below, shall receive a one-time payment using the following schedule at the same time that the teacher receives their last paycheck.

- Notify by January 1st - \$5000
- Notify by February 1st - \$4000
- Notify by March 1st - \$3000
- Notify by April 1st - \$2000
- Notify by May 1st - \$1000

The teacher must meet the following qualification requirement:

- A. The retirement notice must be in writing and terminate the teacher's employment effective no earlier than June 30th of the school year and, and no later than August 31st of the school year.
- B. The retirement notice must be received in the Office of Human Resources using the schedule above from January 1st -May 1st of the school year.
- C. The resignation must be for the purposes of retirement with ORS. Formal confirmation from ORS of a received retirement notification and application for MPSERS retirement benefits may be required by the District at its option.
- D. The retirement notice must be in writing and is irrevocable.
- E. Upon receipt of the retirement notice per Board Policy a central office administrator will accept the retirement notice in writing (which will confirm the resignation), and place the employee's name on the Board Report for acknowledgement by the Board of Education. Confidentiality of retirement cannot be guaranteed

ARTICLE XXX
MLL COORDINATOR STIPEND FOR DUAL ROLES

Bargaining Unit members who hold the dual role of MLL Coordinator and MLL Teacher shall receive a stipend for the additional responsibilities associated with the MLL Coordinator role. This stipend shall be \$2500/semester. This stipend is in addition to the Bargaining Unit member's regular salary for their assigned MLL Teacher duties.

ARTICLE XXXI
PAYROLL DEDUCTION OF DUES

Consistent with the requirements of Michigan's Public Employment Relations Act (PERA), each Employee has the choice of whether or not to become a union member and pay dues.

1. Payroll Deduction of Union Dues.
 - a. Each Employee who chooses to become a member of the Union shall complete and sign a Union membership form, which shall authorize the deduction of Union dues from their wages.
 - b. Deductions shall be made in Twenty-one (21) equal payments, starting the first pay of the school year.
 - c. The membership form shall be prepared by the Union and be acceptable to the Employer, provided that the Employer may not unreasonably reject the text of the form. The Union may change the text of the form from time to time and the Employer shall be provided notice of any change and a copy of the modified form.
 - d. The Union shall provide the Employer a list of persons who are members of the Union who wish to have dues deducted, no later than the Friday before each payday. Upon receipt of that list, the Employer will deduct the appropriate amount of dues from Union members' wages. The Union shall notify the Employer of the amount of dues to be collected.
 - e. The District shall transmit monies so deducted electronically to the Union's bank account no later than seven (7) business days following each deduction when central office is open. During central office closings, monies so deducted will be transmitted as soon as practicable. Monies will be transmitted at least once per month from September through June.
 - f. The District shall transmit a data file documenting each deduction to the Union in Excel or another mutually agreeable electronic format no later than seven (7) business days following each deduction. The data file shall contain the names of all employees who pay dues, and/or contribute to the PAC and/or Community Fund along with the amounts that were deducted for each. The data file shall also contain the names of all other employees who are represented by the union.
2. Change of Member Status. To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. Payroll deduction of dues will cease as soon as practicable upon the Union's receipt of notice from the member that they wish to end membership and communication of that change to the Employer.
3. Payroll Deduction of Voluntary Contributions. Union members may also authorize the deduction of voluntary contributions to the Union's Political Action Fund and/or Hamtramck Federation of Teachers Community Fund. The Employer agrees to collect such deductions according to the same process as provided for dues above.

Indemnification. The union agrees to defend, indemnify and hold the Employer harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the Employer shall give timely notice of such action to the Union. The Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels

ARTICLE
DURATION

This agreement shall be in effect from July 1, 2025 through June 30, 2028. At any time subsequent to January 1, 2028, either party may give written notice of its intention to reopen negotiations for a new agreement. Meetings between the parties shall begin not later than twenty (20) days after such notification unless otherwise agreed upon by the parties hereto.

This entire agreement and/or specific provisions of this agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4. The preceding clause is inserted into this document pursuant to 2011 PA 9. The parties did not mutually agree on this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. The Union reserves the right to assert, where appropriate, that this clause is unenforceable.

SCHEDULE "A"
COMPENSATION

Section 1. GENERAL PROVISIONS

A. SALARY FOR NEW INSTRUCTIONAL POSITIONS

If a new position is established within the bargaining unit during the period of the Agreement, the District will consult with the Union concerning an appropriate salary for such position

B. STATE AND FEDERAL PROGRAMS

The salaries and fringe benefits for teachers on state and federal programs shall correspond to the salaries and fringe benefits of teachers in the bargaining unit.

C. VOCATIONAL CLASSES

Vocational classes and programs that are reimbursable shall be established whenever feasible in the high school.

Section 2. SALARY SCHEDULES

2025-2026 Step	BA	BA+15	BA+ML END
1	\$52,002	\$52,327	\$53,502
2	\$54,082	\$54,420	\$55,642
3	\$56,245	\$56,597	\$57,868
4	\$58,495	\$58,861	\$60,183
5	\$60,835	\$61,215	\$62,590
6	\$63,268	\$63,664	\$65,094
7	\$65,799	\$66,211	\$67,698
8	\$68,431	\$68,859	\$70,406
9	\$71,168	\$71,613	\$73,222
10	\$74,015	\$74,478	\$76,151
11	\$76,976	\$77,457	\$79,197
12	\$80,055	\$80,555	\$82,365
13	\$83,257	\$83,777	\$85,660
14	\$85,755	\$86,290	\$88,230

2026-2027 Step	BA	BA+15	BA+ML END
15	\$88,328	\$88,879	\$90,877

2027-2028 Step	BA	BA+15	BA+ML END
16	\$ 90,978	\$ 91,545	\$ 93,603

2025-2026 Step	MA	MA+20	MA+30	MA +Ed Spec or 2nd Master	MA+ ML END	PHD
1	\$60,431	\$60,856	\$60,956	\$61,381	\$61,931	\$62,681
2	\$62,848	\$63,290	\$63,394	\$63,836	\$64,408	\$65,188
3	\$65,362	\$65,822	\$65,930	\$66,389	\$66,984	\$67,796
4	\$67,976	\$68,455	\$68,567	\$69,045	\$69,663	\$70,508
5	\$70,695	\$71,193	\$71,310	\$71,807	\$72,450	\$73,328
6	\$73,523	\$74,041	\$74,162	\$74,679	\$75,348	\$76,261
7	\$76,463	\$77,003	\$77,128	\$77,666	\$78,362	\$79,311
8	\$79,523	\$80,083	\$80,213	\$80,773	\$81,496	\$82,483
9	\$82,704	\$83,286	\$83,422	\$84,004	\$84,756	\$85,782
10	\$86,012	\$86,617	\$86,759	\$87,364	\$88,146	\$89,213
11	\$89,452	\$90,082	\$90,229	\$90,859	\$91,672	\$92,782
12	\$93,030	\$93,685	\$93,838	\$94,493	\$95,339	\$96,493
13	\$96,751	\$97,432	\$97,592	\$98,273	\$99,153	\$100,353
14	\$99,654	\$100,355	\$100,520	\$101,221	\$102,128	\$103,364

2026-2027 Step	MA	MA+20	MA+30	MA +Ed Spec or 2nd Master	MA+ ML END	PHD
15	\$102,644	\$103,366	\$103,536	\$104,258	\$105,192	\$106,465

2027-2028 Step	MA	MA+20	MA+30	MA +Ed Spec or 2nd Master	MA+ ML END	PHD
16	\$105,723	\$106,467	\$106,642	\$107,386	\$108,348	\$109,659

All employees hired starting after the first day of school shall receive a written statement with their pro-rated bi-weekly salary.

Section 4. LONGEVITY

Teachers who have ten (10) full years of service in the District by the first day of the school year shall receive longevity pay during the first week of December that is not a regular pay week.

Service need not be continuous.

Service is defined as any employment with the district.

Effective 2025 School Year

After 10 years the following rate shall apply:	\$2125
After 15 years the following rate shall apply:	\$ 2500
After 20 years the following rate shall apply:	\$ 3000

Section 5. NUMBER OF PAYS

Teachers will be given the option of receiving paychecks over the duration of the school year or twenty-six (26) paychecks over fifty-two (52) weeks.

Section 6. LIST OF DEDUCTIONS

- A. A complete legible report of all deductions and updated totals will be given with each teacher's paycheck.
- B. Detroit income tax will be deducted for Detroit residents on a bi-weekly basis if possible.

Section 7. CREDIT FOR PREVIOUS EXPERIENCE

New teachers who enter the service of the Hamtramck School District who have approved professional experience outside the Hamtramck Public Schools, may receive up to a maximum of eight years credit on the salary schedule on a year for year basis, based upon the recommendation of the Superintendent.

Section 8. INCREMENTS FOR ADDITIONAL ACADEMIC HOURS (SEMESTER)

Any member of the instructional staff claiming additional salary increments based on academic credits or degrees must submit proof of having obtained such credit or degree on or before October 1 of such school year will be compensated for the full school year and if before February 1 shall be compensated for one half the school year. Proof submitted thereafter will not be accepted for credit in that school year.

Section 9. INCREMENTS FOR ADDITIONAL ACADEMIC HOURS (NON-SEMESTER)

Teachers who are not on the semester system at their college shall start receiving payment for educational credits or degrees in the month in which they present their transcripts indicating satisfactory completion of their scores.

Section 10. MILEAGE

All employees assigned and required to travel to more than one building shall be compensated at the current IRS mileage rate.

All other school related mileage requests must have prior approval by the Superintendent or their designee.

Section 11. NON-REIMBURSABLE DIFFERENTIAL POLICY

Inasmuch as the State of Michigan no longer reimburses the school system for differentials, teachers hired for the 1980-81 school year and thereafter will no longer receive a differential for certification in Vocational Education, Speech Correction and Special Education.

Section 12. TAX SHELTER

The District will cooperate with the Union in establishing a tax shelter program for its teachers. There shall be no more than Five (5) tax shelter companies approved at one time.

Section 13. COMPENSATION FOR ASSIGNMENT DURING PREPARATION PERIOD

If assigned to teach class during their preparation period, a teacher shall be paid the standard compensation rate (SCR) - \$41.27

Section 14. STANDARD COMPENSATION RATE

DEFINITION – The standard compensation rate (SCR) is the rate of pay that teachers will receive for extra duties or hours as specifically identified throughout this agreement.

The SCR effective as of 2025 shall be \$41.27/hour.

Summer School

SCHEDULE “B”
EXTRA-CURRICULAR ACTIVITIES
Effective 2025-2028

HR Director will share a form for all extra-curricular activities which will need documentation of Dates, Times, Activity and any other information as needed from the HR director.

Section 1. DIFFERENTIAL INFORMATION

- A. The differential salary shall be paid in a lump sum at the end of the season for the athletic activity that is being coached.
- B. Administrative and supervisory personnel shall not be eligible for assignment to coach athletic activities.
- C. A coach may be assigned to more than one athletic activity for which a differential salary is paid.

Section 2. SUMMER SCHOOL

Summer schools shall be staffed in the following manner:

- A. Summer school teachers shall have the qualifications required by the State of Michigan for the subjects they will teach in summer school. Qualified HPS staff applications to fill such openings shall be given primary consideration.
- B. Summer School Teachers shall be paid \$50 per hour up to 4 hours per scheduled day for the duration of the program. Teachers are also allowed up to 0.5 hours of Prep time each week for planning purposes during the duration of the program.

Schedule B	New Contract			BA	Step 1	Step 2	Step 3	Step 4	Step 5
	Step	Percentage	Amount						
Directors:					52,041	54,253	56,559	58,962	61,468
Vocational (1) Position	1	7.0%	3,643	0.5%	260	271	283	295	307
Vocal Music (Senior High) (1) Position	1	3.5%	1,821	1.0%	520	543	566	590	615
Band (Senior High) (1) Position	1	7.0%	3,643	1.5%	781	814	848	884	922
Music (Middle School) (1) Position	1	3.5%	1,821	2.0%	1,041	1,085	1,131	1,179	1,229
KMS Band Director	1	3.5%	1,821	2.5%	1,301	1,356	1,414	1,474	1,537
Drama Technical Director	1	2.5%	1,301	3.0%	1,561	1,628	1,697	1,769	1,844
				3.5%	1,821	1,899	1,980	2,064	2,151
				4.0%	2,082	2,170	2,262	2,358	2,459
				4.5%	2,342	2,441	2,545	2,653	2,766
Sponsors:				5.0%	2,602	2,713	2,828	2,948	3,073
Senior Class (1) Position	1	2.5%	1,301	5.5%	2,862	2,984	3,111	3,243	3,381
Junior Class (1) Position	1	1.5%	781	6.0%	3,122	3,255	3,394	3,538	3,688
Sophomore Class (1) Position	1	1.5%	781	6.5%	3,383	3,526	3,676	3,833	3,995
Freshman Class (1) Position	1	1.5%	781	7.0%	3,643	3,798	3,959	4,127	4,303
Student Council (H.S.) (1) Position	1	2.5%	1,301	7.5%	3,903	4,069	4,242	4,422	4,610
Student Council (M.S.) (1) Position	1	2.5%	1,301	8.0%	4,163	4,340	4,525	4,717	4,917
Yearbook H.S. (1) Position	1	2.5%	1,301	8.5%	4,423	4,612	4,808	5,012	5,225
Yearbook M.S. (1) Position	1	2.5%	1,301	9.0%	4,684	4,883	5,090	5,307	5,532
Safety Patrol (M.S./Elem.) (1) Position	1	1.0%	520	9.5%	4,944	5,154	5,373	5,601	5,839
Safety Patrol (M.S./Elem.) (1) Position	1	1.0%	520	10.0%	5,204	5,425	5,656	5,896	6,147
Service Squad (M.S./Elem.) (1) Position	1	1.0%	520	10.5%	5,464	5,697	5,939	6,191	6,454
Service Squad (M.S./Elem.) (1) Position	1	1.0%	520	11.0%	5,725	5,968	6,221	6,486	6,761
Princess Prom (HHS) (1) Position	1	2.5%	1,301	11.5%	5,985	6,239	6,504	6,781	7,069
Chess Club (1) Position	1	2.0%	1,041	12.0%	6,245	6,510	6,787	7,075	7,376
DECA Advisor (HHS) (1) Position	1	5.0%	2,602						
DECA Co-Advisor (1) Positions*	1	3.0%	1,561						
National Honor Society (HHS) (1) Position	1	2.5%	1,301						
National Junior Honor Society (Kosc.) (1) Position	1	1.5%	781						
National Elementary Honor Society (1) Position	1	1.5%	781						
E-Sports Club	1	5.0%	2,602						
Outdoor Adventure Club	1	5.0%	2,602						
Outdoor Adventure Club	1	5.0%	2,602						
Outdoor Adventure Club	1	2.5%	1,301						
Outdoor Adventure Club	1	2.5%	1,301						
SENIOR HIGH COACHES									
Female:									
Head Basketball Varsity (1) Position	1	12.0%	6,245						
Head Softball (1) Position	1	8.0%	4,163						
Head Volleyball (1) Position	1	8.0%	4,163						
Soccer (1) Position	1	8.0%	4,163						
Head Golf	1	8.0%	4,163						
Cheerleading (1) Head Position	2	6.0%	3,255						
Sideline Cheer	1	6.0%	3,122						
Head Basketball (J.V.) (1) Position	1	6.0%	3,122						
Tennis Varsity (1) Position	1	8.0%	4,163						
Head Flag Football Position	1	6.0%	3,122						
Freshman Basketball (1) Position	1	4.0%	2,082						
Assistant Softball (J.V.) (1) Position	1	4.0%	2,082						
Assistant Volleyball (J.V.) (1) Position	1	4.0%	2,082						
J.V. Tennis Head (1) Position	1	4.0%	2,082						
Assistant Soccer (1) Position	1	4.0%	2,082						
J.V. Soccer (1) Position	1	4.0%	2,082						
	1	3.0%	1,561						
Male:									
Basketball Head (1) Position	1	12.0%	6,245						
Football Head (1) Position	1	12.0%	6,245						
Baseball Head (1) Position	1	8.0%	4,163						
Golf Varsity Head Golf	1	8.0%	4,163						
Soccer Varsity Head (1) Position	1	8.0%	4,163						
Tennis (1) Position	1	8.0%	4,163						
Volleyball Head	1	8.0%	4,163						
Wrestling Head (1) Position	1	8.0%	4,163						
Basketball Asst (Varsity) (1) Position	1	6.0%	3,122						
Basketball Head (J.V.) (1) Position	1	6.0%	3,122						
Football Asst (J.V.) (2) Positions	1	6.0%	3,122						
Football Asst (J.V.) (2) Positions	1	6.0%	3,122						
Football Asst (J.V.) (2) Positions	1	6.0%	3,122						

Football Asst Varsity (1) Position	1	6.0%	3,122
Baseball Asst (J.V.) (1) Position	1	4.0%	2,082
Basketball Freshman (1) Position	1	4.0%	2,082
Soccer Asst Varsity (1) Position	1	4.0%	2,082
Soccer J.V. (1) Position	1	4.0%	2,082
Tennis J.V. (1) Position	1	4.0%	2,082
Wrestling Asst (1) Position	1	4.0%	2,082
Wrestling J.V. Head (1) Position	1	4.0%	2,082
Baseball JV Head (1) Position			
Baseball Varsity Asst (1) Position			
Basketball J.V. Asst			
Bowling Head			
Golf JV Head			
Soccer JV Asst			
Tennis Asst			
Tennis Asst			
Wrestling JV Asst (1) Position			
Co-ed:			
Head Soccer (1) Position	1	8.0%	4,163
Assistant Soccer (J.V.) (1) Position	1	4.0%	2,082
Head Drama (1) Position	1	8.0%	4,163
Assistant Drama (1) Position	1	4.0%	2,082
FIRST Team (3) Position	1	4.0%	2,082
FIRST Team (3) Position	1	4.0%	2,082
First Team (3) Position	1	4.0%	2,082
Cross Country (1) Position	1	8.0%	4,163
Assistant Cross Country	1	4.0%	2,082
Head Track	1	8.0%	4,163
Assistant Track	1	4.0%	2,082
Ski/Snowboard Head Coach (25 Students)			
Ski/Snowboard Asst Coach (25 Students)			
MIDDLE SCHOOL COACHES			
Female:			
Cheerleading (1) Position	1	4.0%	2,082
Sideline Cheerleading (1) Position			
Asst Sideline Cheerleading (1) Position			
Head Basketball (1) Position	1	4.0%	2,082
Assistant Basketball (1) Position	3	2.0%	1,131
Head Softball (1) Position	1	4.0%	2,082
Assistant Softball (1) Position	3	2.0%	1,131
Soccer (1) Position	1	4.0%	2,082
Assistant Soccer (1) Position	3	2.0%	1,131
Volley Ball Head Coach	1	4.0%	2,082
Volley Ball Assistant Coach	3	2.0%	1,131
Male:			
Head Baseball (1) Position	1	4.0%	2,082
Assistant Baseball (1) Position	3	2.0%	1,131
Head Basketball (1) Position	1	4.0%	2,082
Assistant Basketball (1) Position	3	2.0%	1,131
Head Football (1) Position	1	4.0%	2,082
Assistant Football - Varsity (1) Position	3	2.0%	1,131
Head Wrestling (1) Position	1	4.0%	2,082
Assistant Wrestling (1) Position	3	2.0%	1,131
Soccer (1) Position	1	4.0%	2,082
Assistant Soccer (1) Position	3	2.0%	1,131
Co-ed:			
Softball (1) Position	1	4.0%	2,082
Head Drama (1) Position	1	4.0%	2,082
Assistant Drama (1) Position	3	2.0%	1,131
FIRST Team (1) Position	1	2.0%	1,041
Cross Country (1) Position	1	4.0%	2,082
Assistant Cross Country	1	2.0%	1,041
Head Track	1	4.0%	2,082
Assistant Track	1	2.0%	1,041
ELEMENTARY			
LEGO (1) Position	1	1.5%	781

SCHEDULE “C”
SCHOOL CALENDAR

The School week calendar will be distributed to each teacher on Thursday for the following week. A master calendar of events will be posted at least two (2) weeks in advance.

SCHEDULE “D”

Mentor Program

In an effort to assist new staff with the transition into Hamtramck Public Schools, the District has created a staff mentor program. Staff mentor responsibilities are supportive in nature with the responsibility of evaluating new staff resting solely with the administration.

Mentor Responsibilities (First Year)

Stipend: \$1500 for 40 Hours

All **teachers new to teaching and new to the district, zero to one year (0-1)**, shall receive a mentor during their first year of teaching in Hamtramck Public Schools who will be selected by the building principal after consultation with grade level or department chairs (*PLC Leaders*). The support provided to the new staff by their mentor shall be above and beyond department or grade level curriculum work. The new staff and their mentor should anticipate and document approximately 40 hours of work during the year.

1. Attend new staff orientation in August with newly hired staff.
2. Introduce newly hired staff to all affected staff.
3. Become familiar with the new certified staff background, college courses and previous teaching or work experience.
4. Draft a calendar of tentative meeting dates and submit to the principal by Sept. 15.
5. Review grade level / department curriculum and assessments with the newly hired staff.
6. Assist 1st year mentee with New Teacher Professional Development Plan, evaluation process and e-portfolio preparation.
7. 2 Professional Days Available to be used for but not limited to:
 - a. Locating relevant staff development activities to attend
 - b. Classroom observation with mentor for feedback and instructional support
 - c. Arrangement for observation within or outside the District in an area of interest or need
 - d. Program development, curriculum, and assessment needs
 - e. Other uses as determined by **instructional coach/mentor** staff/administration
8. Keep appropriate documentation of the years' activities by completing a monthly mentor/mentee log.
9. Evaluate Mentor Program and make suggestions for improvement.

Mentor Responsibilities (Second Year)

Stipend: \$750 for 20 Hours

Second year mentees can consist of teachers who have taught one to two years (1-2). Second year mentees and their mentors should anticipate approximately 20 hours of work during the year.

1. Draft a calendar of tentative meeting dates and submit to the principal by Sept. 15.
2. Assist 2nd year mentee with Teacher Professional Development Plan, evaluation process and e-portfolio preparation.
3. Continue to assist with lesson planning and curricular needs as they arise.
4. 2 Professional Days Available to be used for but not limited to:
 - a. Locating follow-up staff development activities
 - b. Arrangement for classroom observations
 - c. Program development, curriculum, and assessment needs
 - d. Other uses as determined by **instructional coach/mentor** staff/administration
5. Keep appropriate documentation of the years' activities by completing a monthly mentor/mentee log.
6. Evaluate Mentor Program and make suggestions for improvement.

Mentor Responsibilities (Third Year)

Stipend: \$750 for 20 Hours

Third year mentees can consist of teachers who have taught **two to three years (2-3)**. **Third** year mentees and their mentors should anticipate approximately 20 hours of work during the year.

1. Draft a calendar of tentative meeting dates and submit to the principal by Sept. 15.
2. Assist 3rd year mentee with Teacher Professional Development Plan, evaluation process and e-portfolio preparation.
3. Continue to assist with lesson planning and curricular needs as they arise.
4. 2 Professional Days Available to be used for but not limited to:
 - a. Locating follow-up staff development activities
 - b. Arrangement for classroom observations
 - c. Program development, curriculum, and assessment needs
 - d. Other uses as determined by **instructional coach/mentor** staff/administration
5. Keep appropriate documentation of the years' activities by completing a monthly mentor/mentee log.
6. Evaluate Mentor Program and make suggestions for improvement.

Mentor Responsibilities (For certified staff deemed developing or needing support)

Stipend: \$1500 for 40 Hours

All certified staff who receive a final effectiveness rating of developing or needing support shall receive a mentor for the next calendar year in Hamtramck Public Schools. The support provided to the developing or needing support certified staff by their mentor shall be supportive in nature and above and beyond department or grade level curriculum work. The responsibility for evaluating the developing or needing support certified staff rests solely with the administration. The developing or needing support certified staff and their mentor should anticipate and document approximately 40 hours of work during the year.

1. Assist certified staff with evaluation and e-portfolio preparation.
2. Become familiar with the developing or needing support certified staff most recent evaluation and assist with the development of success strategies.
3. Review progress of goals established in IDP and suggest strategies for improvement.
4. Draft a calendar of tentative meeting dates and submit to the principal for approval by Sept. 15.
5. Review grade level / department curriculum individually with new certified staff.
6. Professional Days Available (a total of 2 are allotted).
 - a. Mentor will assist certified staff in locating relevant staff development activities to attend.
 - b. Mentor will arrange for new certified staff to observe within or outside the District in an area of interest or need.
 - c. Other uses as determined by **instructional coach/mentor** staff/administration.
7. Keep appropriate documentation of the years' activities by completing a monthly mentor/mentee log.
8. Evaluate Mentor Program and make suggestions for improvement using the mentor/mentee feedback form.
9. *The building principal will determine no later than June 30 whether or not the new certified staff would benefit from a second year mentor and inform both the new staff and **their** peer coach in writing*

Mentor Responsibilities (For certified staff new to Hamtramck but not new to teaching)

Stipend: \$500 for 10 Hours

New staff mentees consist of teachers new to the district, but not new to education (teacher certified and the start of year four and above). New staff mentees and their mentors should anticipate approximately 10 hours of work during the year.

1. Draft a calendar of tentative meeting dates and submit to the principal by Sept. 15.
2. Help mentee get familiarized with HPS resources (printing, websites. etc.)
3. Help mentee get familiarized with building and HPS culture.
4. Review grade level/ department curriculum individually with new certified staff.
5. Other uses as determined by **instructional coach/mentor** staff/administration.

SCHEDULE “E”

Teacher Professional Development Plan

Each teacher in their first three years in the classroom shall work with their mentor to develop a teacher professional development **plan** that will meet the requirements of Michigan School Code Sections 1526 & 1527 and district professional development requirements. This plan is a living and breathing document that can change as the teacher identifies more areas of interest and growth.

See Teacher Continuous Professional Development Plan Template. Pace out considering this current language:

The intensive professional development shall consist of five (5) days, in each of the first three (3) years of induction and shall be completed by April 1st. Professional Development occurring in May and June of the 3rd year may count provided that proof of registration is provided prior to April 1st and proof of completion of said PD is submitted by July 1st.

APPENDIX - APPLICABLE
MEMORANDA OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year below written

HAMTRAMCK BOARD OF
EDUCATION

HAMTRAMCK FEDERATION OF TEACHERS

President

President, HFT

Secretary

Vice President, HFT

Committee Member

Committee Member

Committee Member

Date