Master Agreement

between

Au Gres-Sims
Education Association

and

Au Gres-Sims
Board of Education
2025-2028

Approved by the Board of Education
June 16, 2025

Table of Contents

Article I: Recognition....3
Article II: Association and Teacher Rights....3
Article III: Rights of the Board....4
Article IV: Teaching Duties....5
Article V: Teacher Evaluations....10
Article VI: Placement, Transfer, Layoff and Recall....10
Article VII: Employment Benefits....11
Article VIII: Absences....13
Article IX: Professional Improvement....18
Article X: Grievance Procedures....18
Article XI: Fringe Benefits....21
Article XII: Compensation....23
Article XIII: Payroll Deduction of Association Dues....25
Article XIV: Emergency Manager....26
Article XV: Duration of Agreement....26
Article XIII: Waiver Clause....27
Appendix A: Compensation Figures....28
Appendix B: Medical and Ancillary Benefits....33
Appendix C: Employee Tuition Reimbursement Form....34
Appendix D: Sick and Personal Day Payout....35
Appendix E: Certified Teachers Hired on the Condition of Obtaining an Endorsement....36

AGREEMENT BETWEEN
AU GRES-SIMS SCHOOL DISTRICT
AND THE
AU GRES-SIMS EDUCATION ASSOCIATION

This agreement, entered into this 16th day of June, 2025 by and between the Board of Education, Au Gres-Sims School District, Au Gres, Michigan, and its administration, hereinafter called the "Board," and the Au Gres-Sims Education Association, hereinafter called the "Association."

Article I: Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all teacher certified personnel employed by the Board of Education, excluding the Superintendent, administrators, guest teachers, Academy at Au Gres-Sims teacher(s), preschool teacher(s), counselors, and part-time Interventionists.

B. The words "Teacher" and "Employees," singular or plural, male or female, he/she, his/her are used interchangeably herein.

C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the members of the Association.

Article II: Association and Teacher Rights

A. Pursuant to the Public Employment Relations Act, MCL. 423.201 *et seq.* the Board and Association hereby agree that every employee shall have the right to choose whether or not to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board and Association agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that they will not discriminate against any employee by reasons of his/her membership (or non-membership) in the Association, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan Revised School Code, MCL 380.1 *et seq.*, or other applicable laws and regulations.

C. The Association shall have the right to use the school buildings and equipment upon approval of the administration. If there is a cost involved, it

would be the Association's responsibility. Damage occasioned by Association's use shall be paid by the Association.

D. The Association shall not use materials of the school district unless arrangements are made to purchase such materials.

E. The Association shall have the right to post notices or bulletins of its activities on the bulletin boards located in the teacher's lounges and via the District's email system.

F. The Board further agrees and understands that Section 101 of the State School Aid Act will allow the school district to count inclement weather and emergency closing days for purposes of computing amounts received by the school district in state aid. To the extent that such days may not be counted as days of pupil instruction then such days shall be rescheduled subject to the following provision.

1. Teachers shall work on such rescheduled days with no additional salary. The Board agrees to incorporate its practice of providing compensation to teachers on days when schools are closed due to inclement weather or other emergency conditions beyond the control of school authorities. The particular dates on which lost instruction days will be made up shall be subject to negotiation between the Board, or its Agent, and the Association.

Article III: Rights of the Board

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

C. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement.

D. The Board reserves the right to grant additional raises and to increase the maximum of the salary schedule. The Board reserves the right, when hiring,

to grant additional steps to candidates on the salary schedule but not to exceed the top step of the salary schedule. The Board reserves the right, when hiring, to provide additional financial incentives to candidates. The Association shall be notified when this clause is exercised stating the contracted amount.

E. The Board reserves the right to hire, dismiss, demote, transfer, discipline employees and teachers. The Board reserves the right to establish curriculum, and approve the selection of textbooks. The faculty will be involved in curriculum and textbook selection.

Article IV: Teaching Duties

A. Teachers shall work one hundred and eighty-six (186) days that includes one hundred and eighty (180) scheduled school days, subject to the Board approved district calendar. The normal workday will be seven and one-half (7.5) hours in length and will begin no earlier than 7:00 a.m. and end no later than 5:00 p.m. Teachers shall be required to report to duty at least twenty (20) minutes prior to the opening of a regularly scheduled student school day, except in an emergency when additional supervision may be needed. All teachers will be given a thirty (30) minute duty-free lunch period. Teachers shall be permitted to leave fifteen (15) minutes after the close of a regularly scheduled student day unless required to attend a staff meeting.

B. Teachers are encouraged to remain for a sufficient period after the close of the teaching day to attend to such matters which properly require professional attention including consultation with parents when scheduled directly with a teacher. On early release/in-service days, teachers will work their regularly scheduled teaching day. In the spirit of collaboration and creative viability, no time may be added to the teacher workday without prior discussion between the Administration and the Association.

C. The secondary teaching assignments will consist of not more than five (5) assigned classes, one (1) conference period, and up to one (1) seminar class. The District shall strive to duplicate at least one (1) of the other assigned classes. A class is defined as the District's course description as listed in the "Course Catalog" An assigned class will be defined as one (1) class per scheduled instructional period. Teachers of record for credit recovery students during an assigned class period will be provided an additional stipend per student per semester. The compensation structure for this placement is outlined in Appendix A. Student assignments to teachers of record will be based on certification and determined by the Administration.

D. If a teacher accepts a teaching assignment during a conference period, the rate of pay will be thirty-five dollars ($35) per class period worked for the additional required duties.

E. Teachers will attend staff meetings of no more than one (1) hour held outside the defined, scheduled school workday. An administrator may schedule up to two (2) staff meetings on a monthly basis. These criteria do not preclude small group meetings as mutually agreed upon by an administrator / principal and the teacher(s) involved or in the case(s) of emergencies, child study teams, IEPs, school improvement meetings, Professional Learning Community (PLC) meetings, etc.

F. Teachers shall, as part of their professional responsibilities, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.

G. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number as indicated by the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible. The Board pledges to exert every reasonable effort to secure all available federal and state funding in their effort to maintain acceptable classroom numbers. Class sizes listed below will be in accordance with the official fall count for the first (1st) semester and the official spring count for the second (2nd) semester. This language is not subject to the grievance procedure.

1. The Board will strive to maintain the following class sizes:

Kindergarten - 3rd Grade	33 to 1
Grades 4 - 5	33 to 1
Combination Grades	28 to 1
Middle (6 - 8)	33 to 1
High School (9 - 12)	35 to 1
Science Laboratory	28 to 1
Physical Education	50 to 1
Band	Director's Discretion

2. When class sizes are in excess of the above levels, teachers shall be compensated as follows:

   a. Secondary teachers will be compensated at the rate of 0.00308% of the BA base salary per student, per day up to the limit of one thousand dollars ($1000) per teacher, per semester.

   b. Elementary teachers will be compensated at a rate of 0.0154% of the BA base salary per excess student, per day that the enrollment is in excess, up to the limit of one thousand dollars ($1,000) per teacher, per semester

c. Students assigned to a classroom as a result of Section 21(f) placement shall not be included in class overage calculations. The Administration will make every effort to equalize the placement of Section 21(f) students when curriculum permits.

3. Compensation for all classrooms will be based on the actual classroom overages for each class session:

a. Teachers shall notify the Principal of classroom overages that exceed the agreed upon class sizes within twenty-four (24) hours of the overage occurring.

b. During the first (1st) ten (10) days, after notification, of a semester, administration will adjust classroom overages if possible.

c. For overages that continue past the first (1st) ten (10) days of the semester, the overage will be paid for the entire part of the semester the overage exists. The overage will be paid at the end of each semester.

d. In the event that an overage from the first (1st) semester carries over into the second (2nd) semester for the same class, compensation will include the first (1st) two (2) weeks of the semester.

e. Compensation for notified overages will be calculated at the conclusion of each semester for the classes in which the teacher notified the Principal, using the District student information system. Elementary classrooms that have an overage for part of the day will receive a prorated payment. Elementary classrooms that are "split" between two (2) grade levels will receive payment if the total number of students exceeds the 28 to 1 ratio.

H. Teachers will create and provide detailed lesson plans for guest teachers, and as requested or needed by administration.

I. All teachers may be assigned to a maximum of fifteen (15) hours of activities annually relevant to their teaching duties. These may include, but are not limited to: School Improvement meetings, Student Intervention meetings, Attendance Appeal Committee meetings, Professional Learning Community (PLC), and detention. The annual schedule of meetings will be collaborated on between the District and Association leadership by the start of the third (3rd) week of the school year.

J. On a rotating basis, elementary teachers will supervise a twenty-five (25) minute recess duty. In exchange, the teacher will receive twenty (20) minutes

of prep time before the start of school on the same day as they are assigned to recess duty.

K. Elementary teachers will receive a minimum of two hundred twenty-five (225) minutes of preparation time per full week with the understanding that should financial conditions necessitate a cutback in the school curriculum and school programs, the above elementary preparation time may be cut back, but only after all non-academic areas (not to include basic transportation) have been considered and reduced to a level which is warranted by the financial conditions existing as determined by the Board, and a further cutback of academic programs must be made. Those scheduling meetings, including IEPs, will attempt to do so outside of the preparation time of elementary teachers.

L. A teacher may volunteer to be a class sponsor. A teacher who volunteers will remain with that class through graduation. Alternatively, non-teaching staff members may volunteer to be a class sponsor. If there remains an insufficient number of volunteers, all high school and middle school teachers who are not a sponsor and who have at least two (2) years experience in the District, will have their names placed in a drawing pool. The Au Gres-Sims Education Association President will draw from this pool a sufficient number of names as to cover the remaining class sponsorships through graduation. The sponsorship may be shared between two (2) teachers by mutual agreement.

M. Professional Learning Community (PLC) Leaders may be chosen from applicants to oversee the entire K-12 curriculum in certain academic areas. The PLC Leader positions may be co-led by qualified applicants. Likely areas for which PLC Leaders may be established are math, language arts, science, and social studies for secondary (middle and high), and upper and lower for elementary. In the event that co-leaders exist within a PLC, the total stipend will be split between the co-leaders. Neither PLC Leaders nor co-leaders will be given extra conference periods during the school year.

N. Mentor Teachers: At the administration's discretion, tenured teachers may be offered appointment(s) as mentor teachers. Participation will be voluntary. The District and Association leadership will attempt to match the mentor and the probationary teacher in such areas as building, grade level, and/or instructional areas of expertise. New teachers to the profession will follow a 3-year progressive mentor program. Teachers with experience in another district who have a professional certificate will follow a two-year mentor program. (See Appendix A)

1. Reasonable effort will be made to assure that teachers know about available mentor positions. A mentor teacher shall be assigned in accordance with the following:

a. Reasonable effort shall be made to have a mentor teacher be a non-probationary member of the Association.

b. The administration shall notify the Association when a mentor teacher is assigned to a probationary teacher (mentee).

c. Reasonable effort shall be made to use mentor teachers who work in the same building and have the same area of assignment as the mentee.

d. Appointment shall be for up to three (3) years unless either party requests a change, or their Principal decides a change is in the best interest of the parties.

e. Reasonable effort will be made so that a mentor teacher will have no more than one probationary teacher.

2. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee relationship is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be privileged outside of the documentation required by the District and unless is legally required to be reported to administration and/or law enforcement.

3. Mentor/Mentee pairs are required to maintain accurate logs documenting meeting dates and times of relevant professional development.

a. Within the first (1st) two (2) weeks of the school year, mentors will send a schedule of meeting dates for the mentor and mentee for the school year.

b. Completed logs are to be forwarded to the Principal no later than June 1 or the last teacher workday. Minimum log hours and delivery of the log to the Principal is required for mentor pay to be processed.

c. Release time for observation by the mentor and/or mentee shall be provided as needed upon request after attempts to utilize the mentor teacher's prep period have been made.

O. In the event new courses are added to the schedule, the affected teachers' and/or department's input will be sought to ensure that curriculum is developed and supported appropriately. Every effort will be made to develop courses before the end of June of the preceding school year. New courses

will be defined as those courses which do not currently exist in the "Course Catalog."

Article V: Teacher Evaluations

A. The negotiated performance evaluation system will be the 5D+ tool for the duration of this contract. Information regarding this system can be found in the Au Gres-Sims School District 5D+ Teacher Evaluation Manual.

B. The student growth and assessment data of student learning objectives shall consist of measurable academic goals set for all students that utilize available data as determined annually by the administration and teachers. A 3-member teacher committee, selected by Association leadership, will meet with administration prior to the start of the school year to review the methodology used for the student growth component of teacher evaluations.

C. If a tenured teacher has been rated effective (or higher in years prior to 2025) for three (3) consecutive year-end evaluations, they shall be evaluated biennially except under circumstances in which administration, in its sole discretion, believes observation and/or evaluation to be necessary. If the subsequent year-end rating is not effective, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

D. Teachers who have acquired tenure in a previous district will be considered for biennial evaluation upon successful completion of three (3) years in the District. . If the classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations. Alleged violations of this Article may only be grieved up to Step 5-Superintendent level.

Article VI: Placement, Transfer, Layoff and Recall

A. Teacher assignment, placement, and transfer is dictated by board policy, which is reflective of the law, and therefore subject to changes in the law. The Superintendent or designee has discretion to place or transfer a bargaining unit member into a position for which they are certified for, for a reason that is not arbitrary and capricious.

B. In the event that it is necessary to reduce the workforce, the Board will follow established policy reflective of current law. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in

person or in writing, to the proposed reduction. The following factors will be used to make reduction determinations and are subject to future changes in the law reflected in updated policy:

a. The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions.

b. The teacher's length of service in a grade level or subject area.

c. The teacher's disciplinary record.

d. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

e. Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

f. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

g. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

h. The teacher's attendance record.

i. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

j. Alleged violation of this Article may only be grieved through Step 5-Superintendent level.

Article VII: Employment Benefits

A. Teachers are encouraged to further their education through the pursuit of additional degrees and/or certifications.Teachers will be reimbursed at a rate of eighty percent (80%) for actual tuition expenses paid, not to exceed three

thousand dollars ($3,000) per year (August 1 - July 31) for the duration of this contract.

1. For a teacher to be eligible for reimbursement:

    a. Teachers must continue in the employ of the District for a minimum of two (2) years following the completion of the course for which tuition reimbursement is received. Newly employed teachers must complete one semester of teaching before they are eligible to receive tuition reimbursement. If a teacher chooses to leave the District before the minimum two years of service, he/she will be requested to reimburse the District at a reimbursement rate of twenty-five percent (25%) for every six (6) months that are not completed. The District will not claim repayment for involuntary loss of employment.

    b. The teacher's performance must not have been rated Needs Support or Developing as determined by his/her most recent year-end performance evaluation.

    c. The credit hours must be in a degree program, additional certification, or endorsement program related to the teaching area of instruction in the regular school day program or be graduate credit hours set forth specifically in the teacher's planned course of study leading to an advanced degree in education.

    d. All credit hours must have the prior approval of the Superintendent or the Superintendent's designee.

    e. The credit hours must have been earned from a college or university accredited for teacher education.

2. Qualification for tuition reimbursement will include:

    a. Completed application form as provided by the District, submitted prior to the second (2nd) Monday of June, for each school year in which credits have been earned and tuition reimbursement is sought (Appendix C).

    b. Appropriate verification indicating successful completion of course(s) taken and, if required, the teacher's planned course of study.

    c. Copy of official tuition receipt.

    d. Copy of Superintendent or Superintendent designee's approval.

3. If a teacher does not complete the application within each year in which the completion of his/her course(s) occurs, he/she will forfeit his/her right to any and all tuition reimbursement for that year.

B. For qualifying employees, teachers are eligible to apply for the Michigan Tri-Share Child Care Program, which splits the cost of child care between the District, the employee, and the State of Michigan. The Board has elected to participate in this program during scheduled work days only and has designated a specific number of childcare seats. The Board reserves the right to change this number annually (during a June or July regular meeting) based on financial conditions. If the program changes, enrolled employees will be notified of the changes. If the program discontinues then this Employment Benefit will also discontinue.

C. Per District policy, the teacher, on request, may review the contents of his/her personnel file in the presence of the Superintendent, Principal, or designee.

Article VIII: Absences

At the beginning of each school year (July 1 - June 30), each Association member shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate up to one hundred (100) days. For Association members, the twelve (12) combination sick/personal business leave days will be ten (10) for sick days and two (2) for personal business requiring twenty-four (24) hour advance notice.

All of these days may be used as sick days, if needed. Any sick or long-term leave days may only be used in full-day or half-day increments. The unused portion of these days will continue to accumulate in the same manner as stated elsewhere in this Agreement.

Sick days may be used for any purpose covered under the Earned Sick Time Act (ESTA). Unused days will be banked in as long-term leave and will accumulate up to one hundred (100) days. The long-term leave days may be used for any purpose covered under the Family Medical Leave Act (FMLA).

A. Sick Leave:

1. Teachers will receive ten (10) sick days at the start of each school year. If a teacher is hired after school commences, sick days will be prorated from the date of hire. Unused sick days may accumulate yearly to a maximum of one-hundred (100) days.

    a. If there is evidence of sick leave abuse, the Board may demand a physician's statement indicating the employee's illness. Failure to do so will result in loss of pay per day of occurrence.

2. All sick leave must be entered by the employee into the district's systems, including the tracking and substitute systems. Failure to do so could result in a loss of pay for the sick day. It is also the teacher's

responsibility to provide lesson plans for the day(s) of their absence and to notify their supervisor of their absence in a timely manner.

3. Unused sick days (earned during the corresponding school year) may be accumulated to be carried over, donated to the sick leave bank, or paid out at the end of each school year (June 30).

B. Sick Leave and Sick Leave Bank:

1. The primary purpose of the sick leave bank is to cover the absence of any employee from school because of personal illness sufficiently severe that it makes his/her presence in school inadvisable. The sick leave bank applies only to absences resulting from illness of the employee, and not absences caused by illness in the immediate family (except in extreme circumstances). Illness in the immediate family will be determined at the discretion of the Sick Leave Committee for absences five (5) days or greater. The decision of the Sick Leave Committee is final and not subject to the grievance procedure.

   a. To qualify for the sick leave bank, a teacher must have been in the system for a period of two (2) years. Teachers who have had previous teaching experience for a minimum of five (5) years shall be granted eligibility after one (1) year in the system. All personal leave and sick leave shall have been exhausted before a teacher may qualify for the sick leave bank.

   b. At the time a teacher becomes eligible for the sick leave bank, the eligible teacher will be asked by the business department whether they would like to participate in the sick leave bank. If the eligible teacher decides not to join the sick leave bank, it will be their responsibility to notify the business department if they change their decision. After the initial inquiry, eligible teachers may only join the sick leave bank during the month of August by contacting the business department. When joining the sick leave bank, such teacher shall contribute one (1) sick leave day to the sick leave bank.

   c. The Sick Leave Committee shall furnish each teacher with a written statement at the end of each school year setting forth the total accumulated sick leave credit.

2. To afford maximum protection against a prolonged illness, the following sick leave bank shall be established for members of the Association and each member covered by this agreement shall participate as follows:

   a. When the sick leave bank falls below fifty (50) days, the Board shall provide five (5) days and then assess each participating

employee an equal number of full days, which will be a minimum of one (1) full day from each employee, until the total is above fifty (50) days.

b. Any employee on sick leave may apply to access days from the sick leave bank by submitting a letter of request to the Sick Leave Committee through the Superintendent's office.

c. A maximum of thirty (30) days may be granted per appeal from the bank.

d. Persons withdrawing sick leave bank days will not have to replace these days except as a regular contributing member to the bank.

e. If it appears that an individual is abusing the above policy, the Superintendent and/or Sick Leave Committee may direct said individual to be examined by a doctor to determine if the illness is valid.

f. The Sick Leave Committee may grant or suspend sick days from the bank. Their judgment and/or decision will be final and not subject to the grievance procedure.

g. The Sick Leave Committee shall consist of three (3) members of the Association, the Superintendent, or his designated representative.

C. Personal Leave:

1. Personal leave days shall be earned at the rate of two (2) per year, accumulative to a maximum of three (3) days. In any circumstance, there may be no more than three (3) personal leave days granted in one year.

2. A request for personal leave days shall be submitted at least one (1) week in advance. Exceptions may be granted in emergency situations. Requests are to be made to the Principal.

   a. Requests for personal leave should be reviewed with the Principal when placed in the system.

3. Unused personal leave days may be accumulated to be carried over (not to exceed three (3) days maximum) or paid out at the end of each corresponding school year (June 30).

4. The following restrictions will be placed on the use of personal leave days:

a. Personal leave days may not be granted a day before or immediately following a scheduled vacation period. A vacation period is defined as a weekday during the school year when school is not scheduled to be in session. Under extenuating, special circumstances, exemptions may be made at the discretion of the Superintendent.

1. Under extenuating, special circumstances, exemptions may be made at the discretion of the Superintendent. These requests should first be approved by the Principal before being transmitted to the Superintendent and require at least two (2) weeks advance notice.

b. Not more than two (2) employees per building will be granted personal leave days on the same date except in cases of emergency. In the event that more than two employees from the same building request the same date, those requests received first will be granted.

D. Unused Sick and Personal Leave Time:

1. Employees may request to be reimbursed for a maximum of fifty percent (50%) of their annual allotment of ten (10) sick days and two (2) personal leave days until their personal sick bank reaches sixty (60) days or higher using the District provided form (Appendix D) to the Superintendent's Office or Business Department prior to the second (2nd) Monday in June or a date agreed upon by both parties. After an employee's personal sick bank reaches sixty (60) days or higher, said employee may request to be reimbursed for one hundred percent (100%) of annually allotted ten (10) sick days and two (2) personal days.

2. Unused sick days and personal leave days will be paid out at a rate of sixty-five dollars ($65) per day. Employees must annually submit the District provided form (Appendix D) to the Superintendent's Office or Business Department requesting to either carry over unused sick and personal leave days, donate unused sick and personal leave days to the sick leave bank, or be paid out for unused sick and personal leave days at the end of each corresponding school year. Failure to submit a written request prior to the second (2nd) Monday of June or a date agreed upon by both parties will result in unused sick and personal leave days being carried over to the following school year. Once unused sick days have been requested to be carried over, they may not be paid out again at the rate of sixty-five dollars ($65) per day.

E. Leave of Absence:

1. Any teacher requesting a leave of absence from the Board may be granted a leave, not to exceed one year in accordance with policy. Any leave granted by the Board shall have a beginning date and an ending date. All leaves of absence from the District are without pay and benefits.

F. Jury Duty Leave:

1. Any teacher called for jury duty during school hours, who is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his/her professional duties, in any judicial matter shall receive his/her regular salary. However, this shall not apply to any type of hearing or judicial matter involving a claim brought by the teacher or by the Association against the District where the teacher is testifying against the District. In the case of a teacher being subpoenaed to testify in a judicial matter during school hours, he/she shall receive their regular salary. However, the proceedings must be related to school business and the Association member may not be acting as an adverse witness to the District.

   a. Procedure: Employees who are summoned for jury duty must notify the Administration within twenty-four (24) hours of receipt of the notice and present a letter to the Court asking to be excused or deferred from jury service because of teaching children. A copy of the letter requesting to be excused or deferred must be sent to the Superintendent so that payment for service will be forthcoming. Failure to produce the letter to the Court and/or the Superintendent could result in loss of pay.

G. Bereavement Leave:

1. The employee will have a maximum of three (3) bereavement days per occurrence per year for a death in the immediate family; spouse, mother, father, guardian, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Additional days may be granted by the Superintendent. Employees will provide notification to administration in a timely manner.

H. Association Leave:

1. The Board recognizes the rights of the Association to represent the interests of its members and will allow the Association five (5) days annually to be used at the discretion of the president of the Association so that members of the Association may attend workshops, conferences, and other functions of the Association or its affiliates. No Association member shall be absent more than three (3) days for

Association business. The Association agrees to pay the cost of the Guest Teacher for these Association days.

Article IX: Professional Improvement

A. For overnight conferences: The school district will endeavor to provide opportunities to teachers for professional improvement. Provisions for teacher attendance will depend upon the financial resources of the school district at the time of the conference. Travel, meals, registration fees and lodging are deemed reasonable expenses that will be paid by the school district to the teacher. Also, the cost of a guest teacher will be borne by the school district.

1. Lodging expenses shall be approved by the Superintendent prior to attending conferences. Meal costs shall not exceed fifty dollars ($50) per day or the amount specified in the administrative guidelines. The specified amount includes up to a fifteen percent (15%) gratuity.

2. For approved single day, off-campus, conferences the cost of a guest teacher will be borne by the school district. Also, where lunch is not provided, meal reimbursements shall not exceed twenty dollars ($20) per day. Reimbursable meal allowances will be provided upon remittance of a receipt(s).

B. The Administration reserves the right to limit the number of teachers planning to attend a conference.

C. A teacher must pay membership fees, if any, in order to be eligible to attend teacher conferences in his/her area of teaching, unless waived by the District.

D. A teacher attending a conference of more than one (1) day in length shall submit a written summary of the conference, along with any available conference distributions to any interested teacher or administrator requesting the information.

Article X: Grievance Procedures

A. *Definition*: A claim by a teacher or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance. Matters related to prohibited bargaining subjects are not grievable.

1. The Association President will provide a committee list to the Superintendent at the beginning of the school year that includes an alternate. Alternate committee members will be used if a committee member is involved in the grievance claim.

B. Procedure:

1. If a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Principal within five (5) working days.

2. If, as a result of the informal discussion with the Principal the grievance still exists, the teacher or the Association may fill out a grievance form and give it to the principal within ten (10) working days.

3. Within ten (10) working days after receiving the grievance form, the Principal shall meet with the Association Representative and teacher regarding the grievance. The Principal shall indicate his/her disposition of the grievance in writing, also within ten (10) working days following this meeting.

4. If the Association is not satisfied with the disposition of the grievance, the grievance shall then be transmitted to the Superintendent within ten (10) working days after receiving the disposition from the Principal.

5. Within ten (10) working days the Superintendent shall meet with the Association Representative and teacher. The Superintendent shall indicate his disposition of the grievance in writing within ten (10) working days.

6. If the grievance is not settled in Step 5, the Association within five (5) days after receipt of the Step 5 decision, shall, as a condition of proceeding to arbitration, submit a written request for grievance mediation to the Michigan Employment Relations Commission (MERC).

7. If the grievance is not settled in Step 6, the Association may, within twenty (20) days of making written request to the MERC for grievance mediation, or upon the conclusion of the grievance mediation as determined by the mediator, whichever occurs first, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Arbitration Rules. An individual grievant shall not have the right to process grievances to arbitration.

    a. The arbitrator's decision shall be final and binding upon the Association, its members, the Association Member or Association Members involved, and the District.

    b. The arbitrator shall make an award based on the express terms of this Contract, and shall have no authority to add to, or subtract from any of the terms of this Contract. The expenses and fees of the arbitrator shall be borne by the loser. In the

case of a split decision, the arbitrator shall apportion the expenses and fees between the parties.

8. The parties agree that in cases where a speedy resolution is desirable, the grievance will be submitted to arbitration under the American Arbitration Association's rules for Expedited Arbitration, if there is mutual agreement to do so.

C. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. The arbitrator shall have no power to establish salary scales.

3. The arbitrator shall have no power to rule on any of the following:

   a. The termination of services of any probationary employee.

   b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.

4. The arbitrator's power shall be limited to deciding whether the District has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.

5. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the District to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the District and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the District.

7. The fees and expenses of the arbitrator shall be the responsibility of the party seeking arbitration.

8. The arbitrator shall have no authority to issue a decision on the merits of a prohibited subject or illegal bargaining subject.

9. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act.

D. Claim for Back Pay: The District shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.

2. No decision, in any one case, shall require a retroactive wage adjustment in any other case.

E. Failure of the employee or the Association to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the District. Failure of any representative of the District to respond at any level within the timelines specified shall enable the Association to appeal to the next level of the grievance procedure within the designated timelines.

F. The content of any job description shall not be a subject for arbitration. The qualifications, certifications and/or licenses required for any position shall not be a subject for arbitration. The performance expectations established for any position shall not be a subject for arbitration.

Article XI: Fringe Benefits

A. Payroll deductions for annuities, credit union, insurance, court ordered deductions, and any other state or federal requirements shall be made by the administrative office. The total deductions shall not exceed fifteen (15) separate deductions.

B. Any member that directs the District to withhold money for a 403(b) account and has the withdrawal directed to a vendor that is not on the third party administrator's plan/list, the employee shall pay the monthly fee, if any.

C. The Board agrees to provide the Association members with the following MESSA insurance benefits (both medical and ancillary) for a twelve (12) month period from September 1 until August 31 with employee premium co-pays in accordance with the law. A single open enrollment in the late fall, prior to December 1, will be available to employees to switch plans.

D. Medical and ancillary insurance plan option descriptions are provided in Appendix B.

E. Pursuant to PA 152 of 2011, the Board reserves the discretionary right to annually choose between "hard caps" or an eighty percent (80%) District share option toward medical premiums.

1. If the Board elects the eighty percent (80%) employer share option toward medical premiums, fifty-five percent (55%) of the IRS deductible minimums for H.S.A. eligible medical plans will be deposited on the first (1st) business day of January and the remaining twenty-five percent (25%) will be deposited on the first (1st) business day of September.

    a. If an employee changes to H.S.A. plan, employees will have deposited the full eighty percent (80%) of the IRS deductible minimums for H.S.A. eligible medical plans on the first (1st) business day in January for the first (1st) year of the plan only. Employees electing H.S.A. plan will be responsible for twenty percent (20%) of the H.S.A. deductible.

2. If the Board elects the eighty percent (80%) employer share option toward medical premiums, the District will pay eighty percent (80%) of the monthly ancillary premiums, while the employee who elects a medical plan will be responsible for the remaining twenty percent (20%) of the monthly ancillary premiums through payroll deduction.

F. Employees electing medical insurance shall contribute either twenty percent (20%) or the amount over the "hard cap" amount toward the cost of their medical premiums. The contributions for all employees electing medical insurance shall be deducted from the employee's biweekly payroll check, commencing with the first pay period of the new contract year.

1. The District will provide a qualified Section 125 Plan through payroll deduction for employees who may elect to use pre-tax dollars for the employee's share of medical insurance.

G. Employees joining the District, who elect medical insurance coverage, will be required to enroll in a non-H.S.A. plan.

1. New Employees enrolled in a qualifying H.S.A. plan upon their hire date with the District may apply for a transfer of plan. Approval of the transfer of a qualifying H.S.A. plan to the District H.S.A. shall be issued by the Superintendent or designee.

2. New employees may then elect the H.S.A. plan during the next open enrollment period to begin with the next calendar year.

3. Open enrollment in H.S.A. plans, for all employees, will begin in November with coverage to start January 1. Employees electing to enroll in H.S.A. plans may contribute up to an amount allowable under IRS regulations into an H.S.A. account .

H. When an employee leaves the District or changes insurance options the employee must satisfy either twenty percent (20%) or the "hard cap" amount as stated above, at the time of their change or departure.

I. Employees may elect to add Short Term Disability coverage at their own expense.

J. An annual increase in the medical insurance premiums of ten percent (10%) or greater or a change in the Board's annual choice between the "hard cap" or eighty percent (80%) employer share option toward medical premiums shall result in a contract reopener, medical and ancillary benefits, and H.S.A. deductible, with an end date for a decision aligning to the start of the Open Enrollment Period.

1. As stated above, teachers shall continue to contribute either twenty percent (20%) or the "hard cap" amount towards the cost of said premiums and all increases during the negotiation process.

K. In the situation where two (2) or more family members are eligible for medical benefits, premiums will be paid for one (1) family member only. Only one (1) member per family is eligible for this benefit. Ineligible family members will receive ancillary benefits and cash in lieu benefits.

L. Teachers electing not to take medical insurance will receive ancillary benefits one hundred percent (100%) paid by the District and one thousand dollars ($1000) cash payment in lieu of medical coverage. Teachers must provide proof of medical coverage to be eligible for ancillary benefits and cash in lieu payment.

1. Cash in lieu payments will be paid on the second (2nd) pay in June. Teachers who resign prior to the end of the school year will not receive a cash in lieu payment.

M. Teachers who are laid off in June will continue to receive medical insurance benefits until August 31 of that same year. Teachers who resign during the school calendar year will relinquish medical insurance benefits at the end of the month in which they resigned.

N. The Au Gres-Sims Board of Education will be the policy holder for all employee insurance.

Article XII: Compensation

A. Salary Schedules and other forms of teacher compensation are represented in Appendix A of this agreement.

B. Certified teachers within the Association will share in a merit stipend pool based on a total number of mandatory state assessment test categories (M-STEP or equivalent and MME or equivalent) given to students within the annual K-12 programming. A category will be determined as an individual, mandatory State provided assessment, per subject, per grade level (Example: In 2020-21 the M-STEP had twenty (20) individual testing categories.

1. For each category in which Au Gres-Sims students demonstrate an average proficiency score which meets or exceeds the total State of Michigan average per category, one thousand dollars ($1,000) will be added to the merit pool to be divided equally amongst Association certified teachers.

2. Certified teachers working less than a full-time equivalency will receive a prorated stipend in accordance with their reflective work schedule.

3. Teachers receiving either a "Developing" ("Basic" in 5D+ Performance Level) or "Needing Support" ("Unsatisfactory" in 5D+ Performance Level) professional annual evaluation rating, along with new teachers hired after a stipend qualifying testing cycle, will be ineligible to receive any portion of the total merit stipend pool for that correlating school year.

4. Any merit stipend payment will be made on the first scheduled payroll in December of the following school year.

C. To promote the financial health and perpetuity of the District, a fiscal safety trigger has been created. If at any point the District's fund equity falls below fifteen percent (15%), then an immediate "freeze" in salary steps, longevity payments, and revenue shares will occur until the District can again realize a surplus of fifteen percent (15%), or more in fund equity.

1. Should the Board's capital outlay expenditures be the cause of the District's fund equity dropping below the fifteen percent (15%), threshold set forth above, then the immediate "freeze" in salary steps, longevity payments, and revenue shares will not occur.

2. If however, the Board's capital outlay expenditure is the result of an emergency (i.e. boiler or major infrastructure event) then the fifteen percent (15%) threshold set forth above and resulting immediate "freeze" in salary steps, longevity payments, and revenue shares shall take effect as stated.

D. Clubs and activities that have been consistently sustained for at least three (3) years will be considered for a stipend.

1. Prior to the start of the activity the sponsor shall submit a request to the Superintendent for approval. The request should include a description of the activity and evidence of sustained membership/participation. It should also include a calendar of meeting dates, and/or applicable practices/competitions.

E. School business with personal car shall be reimbursed per mile at the IRS rate.

F. Longevity:

1. Employees of the Association who have completed fifteen (15) or more years of continuous service with the Au Gres-Sims School District shall be entitled to longevity pay according to the schedule in Appendix A:

a. Longevity payments will be increased in amount every five (5) years of service as noted in Appendix A.

b. Longevity pay will be paid on the first (1st) scheduled pay in June of each year. To be eligible for this payment, the employee must complete the school year. The full longevity will be paid for full time employment. Otherwise, the amount of payment will be prorated according to part time employment of the teacher.

2. Teachers receiving either a "Developing" ("Basic" in 5D+ Performance Level) or "Needing Support" ("Unsatisfactory" in 5D+ Performance Level) professional annual evaluation rating, will be ineligible to receive longevity pay for that correlating school year.

3. It is understood by both parties that an approved leave of absence for any member of the Association will not take away, nor will it add to, the longevity of the teacher.

a. Example: If a teacher with fifteen (15) consecutive years of employment with the Au Gres-Sims School District received approval from the Board to take a one (1) year leave of absence, and the teacher returned to employment after the leave was completed, that teacher would continue at the sixteenth (16th) year of continuous employment with the District.

G. Teachers who announce their intent to retire by April 15, and who file the paperwork with the state by June 30, will be paid a daily rate of fifty dollars ($50) for every unused sick day as of the last day of June. Payment will be made to the retiring employee over two (2) years.

Article XIII: Payroll Deduction of Association Dues

A. Employees may choose to pay their Association membership dues by payroll deduction if allowed by law. The Association will notify the District of the amount to be deducted for each employee, along with the authorization from each employee opting for payroll deduction by August 15 each year. The dues will be deducted in equal installments over twenty-one (21) pays beginning with the first pay of September through the first pay of June. The District will remit the collected fees from the payroll deductions to the Association within ten (10) days of collection via automated clearing house (ACH).

B. In the event that an Employee has a problem with a dues payroll deduction, they must first address it with the Association. The Association agrees that it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

C. The District may immediately cease Association dues deduction for an Association employee if the employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions.

Article XIV: Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541, *et seq.*, may reject, modify, or terminate this Agreement as provided in the Act. The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.

Article XV: Duration of Agreement

This agreement shall become effective July 1, 2025 and continue in full force and effect through June 30, 2028.

Upon expiration of this Agreement, the Association shall not receive lane, step, or longevity advancement, or increased benefits, unless expressly ratified by both parties.

Article XIII: Waiver Clause

During the negotiations of this Agreement, each party has had the unlimited right and opportunity to make demands and proposals.

In witness thereof, the parties have executed this Agreement by their authorized representatives on June 16, 2025.

For the Association:	For the Board of Education:
Tracy Stoldt, President	Fred Robel, President
Susan Swaid, Vice President	Chris Brandimore, Vice President
Tonja Hinkston, MEA Uni Serv	Shari Richardson, Secretary
	Christopher Ming, Superintendent

Appendix A: Compensation Figures

A. Salary Schedule: The salary schedules will consist of eleven (11) steps and three (3) lanes, with the lanes reflective of the highest degree obtained by the teacher: bachelor, master, or advanced. An advanced degree is defined as a second master's degree, an educational specialist, or a doctorate.

2025 - 2026			
Step	BA/BS	MA/MS	Adv. Deg
1	$40,035	$42,838	$45,844
2	$40,035	$42,838	$45,844
3	$40,035	$42,838	$45,844
4	$44,268	$47,672	$51,029
5	$46,242	$49,903	$53,423
6	$48,307	$52,245	$55,937
7	$50,468	$54,698	$58,568
8	$52,729	$57,271	$61,328
9	$55,095	$59,969	$64,222
10	$57,568	$62,797	$67,257
11	$60,042	$65,626	$70,291

Schedule reflects a base increase of $1,540 from 2024-25 rates, calculated as a 4% of the BA1 step.

2026 - 2027			
Step	BA/BS	MA/MS	Adv. Deg
1	$40,835	$43,638	$46,644
2	$40,835	$43,638	$46,644
3	$40,835	$43,638	$46,644
4	$45,068	$48,472	$51,829
5	$47,042	$50,703	$54,223
6	$49,107	$53,045	$56,737
7	$51,268	$55,498	$59,368
8	$53,529	$58,071	$62,128
9	$55,895	$60,769	$65,022
10	$58,368	$63,597	$68,057
11	$60,842	$66,426	$71,091

Schedule reflects a base increase of $801 from 2025-26 rates, calculated as a 2% of the BA1 step.

2027 - 2028			
Step	BA/BS	MA/MS	Adv. Deg
1	$41,652	$44,455	$47,461
2	$41,652	$44,455	$47,461
3	$41,652	$44,455	$47,461
4	$45,885	$49,289	$52,646
5	$47,859	$51,520	$55,040
6	$49,924	$53,862	$57,554
7	$52,085	$56,315	$60,185
8	$54,346	$58,888	$62,945
9	$56,712	$61,586	$65,839
10	$59,185	$64,414	$68,874
11	$61,659	$67,243	$71,908

Schedule reflects a base increase of $817 from 2026-27 rates, calculated as a 2% of the BA1 step.

B. Extracurricular Activities Payment: Payments will be made throughout the activity's timeframe, made payable in the 2nd payroll of each month. Full activity payments will be a percentage of the BA 1 base pay. The rate for hourly extracurricular payments is the percentage provided multiplied by BA 1 base pay.

2025 - 2028	
Band	7.50%
Freshman/Sophomore Class Advisor	0.75%
Junior/Senior Class Advisor	1.00%
MS Student Council	0.75%
HS Student Council	1.00%
National Honor Society	1.00%
Yearbook	2.00%
PLC Leader	2.00%
Homebound Services	0.07% / hr
After School Tutoring Program	0.07% / hr
Summer School Teaching	0.07% / hr

C. Longevity Payment

15 years of service	$1,250 per year
20 years of service	$1,750 per year
25 years of service	$2,250 per year
30+ years of service	$2,750 per year

D. Payment for Teachers of Record: For the purpose of this position a contact will be defined as a student who has been registered during the semester to an online class and assigned to a teacher of record. Teachers of record will have grading and student tracking responsibilities.

   a. All payment amounts are per week and will be paid in the 2nd payroll of each month.

0 - 10 contacts	$50 per week
11 - 20 contacts	$75 per week
21 - 30 contacts	$100 per week
31 - 40 contacts	$150 per week
41+ contacts	$175 per week

E. Mentor Teachers: Pay rate will be determined based on what year in the mentorship process the new teacher is assigned. Payments will be made throughout the activity's timeframe, made payable in the 2nd payroll of each month. Full activity payments, upon review of time and topic documentation.

Mentor Year	Contact Hours	Mentor Pay
Year 1	20 hours	$500
Year 2	15 hours	$375
Year 3	10 hours	$250
Non-probationary	7 hours	$175

Appendix B: Medical and Ancillary Benefits

The following medical insurance plan options will be available beginning January 1, 2026. Association members will select their medical insurance plan during open enrollment each fall.

Medical Insurance Options

1. **MESSA Choices**
   $1,000/$2,000 Deductible
   $20/$20/$20 Copay
   $20/$20/$25/$50 OV/SV/UC/ER Copay
   5 Tier Rx Coverage

2. **MESSA ABC Plan 2** (HSA)
   $2,000/$4,000 Deductible
   $0/$0/$0 Copay
   $0/$0/$0/$0 OV/SV/UC/ER Copay
   5 Tier Rx Coverage

3. **MESSA Balance+** (ED)
   $1,650/$3.300 Deductible
   $10/$10/$25 Copay
   $25/$50/$50/$200 ER copay
   Balance+ Rx Coverage

Ancillary Benefits (Included with medical insurance or cash in lieu selection)

1. **LTD**
   66 2/3% $3,500 Max
   $5,250 Max Monthly Salary

2. **Life/AD&D**
   $50,000

3. **Vision**
   VSP 3 Plus 200CL

4. **Delta Dental**
   100%/90%/90%/50%
   $2,000/$2,000 Max

Appendix C: Employee Tuition Reimbursement Form

Au Gres-Sims School District
Employee Tuition Reimbursement Form

Completion of this form is required for employee reimbursement of tuition in accordance with employee contracts. The undersigned employee agrees to the stipulations for tuition reimbursement outlined within their contract with AGS. Application for tuition reimbursement must occur within the year in which the completion of his/her course(s) occurs. Failure to do so will result in forfeiture of the right to any and all tuition reimbursement.

Credit hours eligible for reimbursement must be in a degree program, additional certification, or endorsement program related to the work of the employee, the teaching area of instruction, or one in which leads to an advanced degree in education.

To Be Completed by Employee

Name _____

Institution Name _____

Program of Study _____

Date _____

Employee Signature _____

The employee shall submit the following items with this application to the business director for processing: appropriate verification of successful completion of course(s) taken, copy of official tuition receipt, and superintendent approval.

To be completed by district administration

☐ Verification of successful completion of course(s)

☐ Copy of tuition receipt

☐ Superintendent Approval _____

Appendix D: Sick and Personal Day Payout

Au Gres-Sims School District

Sick and Personal Day Payout

Employee:

Number of sick days available for payout/donation as of (Second payroll in May)

Number of personal days available for payout as of (Second payroll in May)

Note that if you use any sick or personal days between the date noted above and the second payroll in June, the amount available will automatically be reduced. Also, only unused days from the current year's allotment are available for payout. Allotments from prior years are considered rolled over already.

Please indicate below the number of days you wish to have paid out / donated. If there is a difference between the days requested and the available days, the difference will be rolled over into the accrued days in your balance.

This form is due to the Business Office no later than (The first payroll in June.)

I would like to have _____ sick days paid out.

I would like to have _____ sick days donated to the sick bank.

I would like to have _____ personal days paid out.

_____ _____

Signature Date

Appendix E: Certified Teachers Hired on the Condition of Obtaining an Endorsement

Au Gres-Sims School District (District) and the Au Gres-Sims Education Association (Association) agree to the following terms for any person whose responsibility is instruction and to be the recognized teacher of record who is hired into the District under a temporary permit granting highly qualified endorsement in an instructional placement (non-endorsed certified personnel).

The parties agree to the following terms:

1. The District will make reasonable effort to fill all vacant teaching positions with highly qualified and certified personnel. The District may place certified teachers to teach in an area outside of their State of Michigan "highly qualified" endorsement by obtaining and maintaining a temporary endorsement through State and Federal Laws, as well as alternative pathways allowable by the Michigan Department of Education (MDE).

2. Certified teachers hired to teach outside of their endorsement area, *who are hired on the condition of obtaining permanent endorsement in a particular area,* shall have a letter placed in their employment file that includes a plan for the obtaining of the District-desired endorsement in the time frame allotted through State and Federal laws.

3. It is understood that the individuals described above will be covered under the current Bargaining Agreement (CBA) between the parties and shall be eligible for all benefits offered by the CBA, including placement on the applicable step of the salary schedule.

4. It is understood that during the non-endorsed certified personnel's placement, the position will be removed as a posting and from the District's vacancy list.

5. It is understood that should the non-endorsed certified personnel not fulfill the requirements of the temporary endorsement; the non-endorsed certified personnel will be removed from their Au Gres-Sims School District assignment and the job will be posted as a vacancy for a qualified candidate.

    a. Should a vacancy exist within the District by which the non-endorsed certified personnel qualifies, they will have the opportunity to interview for the vacancy.

    b. Non-endorsed certified personnel relinquish their right of appeal through the collective bargaining agreement (CBA) for the non-endorsed position

with the District and the Association will be under no obligation to protect the job rights of the candidate.

c. For all other areas covered by the collective bargaining agreement (CBA) the non-endorsed certified personnel retains their right of appeal through the grievance procedures described therein.

6. It is also understood by the parties that Au Gres-Sims School District may need to apply with the Michigan Department of Education to receive a "Full Year Basic Substitute Teaching" permit for the non-endorsed certified personnel to teach. The cost of this permit will be borne by the non-endorsed certified personnel unless determined otherwise by the Board or its designee. Both parties recognize that a "Guest Teacher" is normally a teacher instructing in the absence of an Association teacher. Under the conditions of placement of the non-endorsed certified personnel only, the term "Substitute" will be used to attain a permit from the MDE to allow the non-endorsed certified personnel to complete the placement term of the position. In no way will the terms of this Agreement or parts of the Agreement above, alter the practice or understanding of current contract language on "Substitutes" in the Master Agreement.

7. This agreement will be valid for the length of the collective bargaining agreement (CBA), contingent upon State and Federal Laws and the Michigan Department of Education (MDE).