

Master Agreement

between

Au Gres-Sims
Education Association

and

Au Gres-Sims
Board of Education
2022-2025

Approved by the Board of Education
June 20, 2022

Table of Contents

Article I: Recognition	3
Article II: Association and Teacher Rights	3
Article III: Rights of the Board	4
Article IV: Teaching Assignment	5
Article V: Standard of Employment	9
Article VI: Leaves of Absences	11
Article VII: Professional Improvement	15
Article VIII: Grievance Procedures	15
Article IX: Fringe Benefits	18
Article X: Compensation	21
Article XI: Emergency Manager	25
Article XII: Duration of Agreement	25
Article XIII: Waiver Clause	25
Appendix A: Employment of Non-Certified Personnel	26
Appendix B: Employee Tuition Reimbursement Form	28
Appendix C: Sick and Personal Day Payout	29
Appendix D: Certified Teachers Hired on the Condition of Obtaining an Endorsement	29

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

This agreement, entered into this 20th day of June 2022 by and between the Board of Education, Au Gres-Sims School District, Au Gres, Michigan, 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 the members of the Association.
- D. Non-Certified Personnel Recognition Clause Letter of Agreement (Appendix A).

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 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 it 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 it will not discriminate against any employee by reasons of his/her membership (or lack of 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.
- 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 Employer, 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 Employer, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and 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 of Education reserves the right to hire, dismiss, demote, transfer, discipline, establish curriculum, and approve the selection of textbooks. The faculty will be involved in curriculum and textbook selection.

Article IV: Teaching Assignment

- A. All teachers will be given a thirty (30) minute duty-free lunch period. 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. Teachers shall be permitted to leave fifteen (15) minutes after the close of a regularly scheduled student day. 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.
- B. 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. A class is defined as the District's course description as listed in the "Course Catalog" If the scheduled day is five (5) assigned classes, one (1) conference period and up to one (1) seminar, the District shall strive to duplicate at least one (1) of the other assigned classes. If the scheduled day is more than five (5) assigned classes, one (1) conference period, and up to one (1) seminar, the District shall duplicate one of the other assigned classes. An assigned class will be defined as one (1) class per scheduled instructional period. 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.
- C. 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.

- D. Teachers shall, according to their professional responsibility, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.
- E. It is recognized by the District 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 Administration 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 of Education 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: 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. 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. 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, Teachers shall notify the building principal of classroom overages that exceed the agreed upon class sizes within twenty-four (24) hours of the overage occurring. During the first (1st) ten (10) days, after notification, of a semester, administration will adjust classroom overages if possible. 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. 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. Compensation for notified overages will be calculated at the conclusion of each semester for the classes in which the teacher notified the building principal, using the District student information system. Elementary classrooms that have an overage for part of the day will receive a pro-rated 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.

- F. Teachers will create and provide detailed lesson plans for guest teachers, and as requested or needed by administration.
- G. 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.
- H. Elementary teachers will have a thirty (30) minute duty-free lunch period as stated in Article IV; first paragraph. This lunch period will coincide with their students' lunch period.
- I. 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.
- J. 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. The administration will attempt to schedule meetings, including IEPs, outside of the preparation time of elementary teachers.
- K. A teacher may volunteer to be a class sponsor. A teacher who volunteers will remain with that class through graduation. 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 seniority in our 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.

- L. 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. Each PLC Leader position will be paid a total of five hundred dollars (\$500) for assuming the role for one school year. In the event that co-leaders exist within a PLC, the total stipend of five hundred dollars (\$500) will be split between the co-leaders. Neither PLC Leaders nor co-leaders will be given extra conference periods during the school year.
- M. Mentor Teachers: Non-probationary instructors may be given consideration for appointment 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.
 - 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 bargaining unit.
 - 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 building 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. 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. Completed logs are to be forwarded to the building principal no later than June 1 or the last teacher workday. Minimum log hours and delivery of the log to the building principal is required for mentor pay to be processed.
4. The mentor will be paid for each mentee as follows provided the guidelines set forth above are followed and he/she is not absent from more than two (2) school sponsored meetings with his/her mentee(s):

Year one	20 hours
Year two	15 hours
Year three	10 hours

Release time for observation by the mentor and/or mentee shall be provided as needed upon request.

- N. 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: Standard of Employment

- A. 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 Ineffective or Minimally Effective 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 B).
 - 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's or Superintendent's designee's approval.
3. If a teacher does not complete the application within each year in which the completion of his/her course(s) occur, he/she will forfeit his/her right to any and all tuition reimbursement for that year.
- B. The teacher, on request, may review the contents of his/her personnel file in the presence of the Superintendent, Principal, or designee. The file shall contain the following minimum items: TB report and medical information, copies of individual annual contracts, a transcript of all academic records.

Article VI: Leaves of Absences

A. Sick Leave:

1. Teachers will receive ten (10) sick days at the start of each school year. Unused sick days may accumulate yearly with no maximum limit.
2. If a teacher is hired after school commences, sick days will be prorated from date of hire. If there is evidence of sick leave abuse, the Board of Education 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.
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).
4. Unused sick days will be paid out at a rate of sixty-five dollars (\$65) per day. Employees must annually submit the District provided form (Appendix C) to the Superintendent's Office or Business Department requesting to either carry over unused sick days, donate unused sick days to the sick leave bank, or be paid out for unused sick 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 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 (see Article X, subsection G).

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 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 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 bargaining unit 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 one (1) week in advance. Exceptions may be granted in emergency situations. Requests are to be made to the building principal.
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. Unused 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 C) to the Superintendent's Office or Business Department to either carry over an unused personal leave day or be paid out for unused personal leave days at the end of each 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 an unused personal leave day(s) being carried over to the following school year. Once unused personal leave 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 (see Article X, subsection G).
5. 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.
 - b. Personal leave days shall be available for use for family related events when such events cannot be scheduled outside the regular school day.
 - c. 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. 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 C) 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.

D. Leave of Absence:

1. Any teacher requesting a leave of absence from the Board of Education may be granted a leave, not to exceed one year. Also, any leave granted by the Board of Education shall have a beginning date and an ending date.

E. 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.

F. 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.

G. 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 bargaining unit 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 substitute teacher for these Association days.

Article VII: 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.
 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). Gratuities are not eligible for reimbursement.
- 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 VIII: Grievance Procedures

- A. *Definition:* A grievance shall mean an allegation by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that

the term "grievance" shall not apply to any matter as to which a method of review is prescribed by the Tenure Act.

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 building principal within five (5) working days.
2. If, as a result of the informal discussion with the building 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 Grievance Committee and teacher regarding the grievance. The principal shall indicate his 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 building principal.
5. Within ten (10) working days the Superintendent shall meet with the Association Grievance Committee and teacher. The Superintendent shall indicate his disposition of the grievance in writing within ten (10) working days.
6. If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance form is then transmitted to the Board of Education within ten (10) working days.
7. The Board, within thirty (30) calendar days, shall hold a hearing with the Association Committee and teacher concerning the grievance. The hearing shall be closed at the teacher's request. The disposition of the grievance by the Board shall be made in writing no later than five (5) working days after the hearing.
8. *Arbitration:* An individual grievant shall not have the right to process grievances to arbitration. If satisfactory disposition of the grievance(s) is not made as a result of previous steps, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) working days from the date of receipt of the decision at Step Seven.

- 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 Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 5. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer 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 Employer.
 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, MCL 691.1681 *et seq.*

- D. **Claim for Back Pay:** The Employer 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 Employer. Failure of any representative of the Employer 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 IX: 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 shall provide Hepatitis B vaccinations to all teachers. Teachers will have the vaccination available to them during one specified period each year. Those who elect not to participate during the period of offering shall not have the vaccination available to them until the following year.
- D. The Board agrees to provide the bargaining unit 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.
- E. Medical insurance plan options are as follows:

1. PLAN A:
 - a. MESSA Choices (3R) \$100/\$200 annual deductible with \$20/\$20/\$20 copay, \$25/\$50 EC/ER copay and \$10/\$20 Rx coverage. This PLAN A will be discontinued as of December 31, 2022.
 - b. MESSA Choices (7F) \$500/\$1,000 annual deductible with \$20/\$20/\$20 copay, \$25/\$50 EC/ER copay and Saver Rx. This PLAN A will begin on January 1, 2023
 2. PLAN C: MESSA ABC PLAN 1 (7V), \$1,400/\$2,800 annual deductible, ABC Rx
 - a. The Federal Government determines the IRS deductible minimum for the H.S.A. eligible ABC 1 medical plan.
- F. Ancillary benefit plan options are as follows:
1. PLAN B:
 - a. LTD (66 2/3% \$3,000/\$4,500 max), Life/AD&D (\$5,000 (\$10,000 without medical)), Vision (VSP 3), Delta Dental (100%/75%/50%/50% (\$1,000/\$1,500 max)). This PLAN B will be discontinued as of December 31, 2022.
 - b. Starting January 1, 2023: LTD (66 2/3% \$3,500/\$5,250 max), Life/AD&D (\$50,000), Vision (VSP 3 Plus 200CL), Delta Dental (100%/90%/90%/50% (\$2,000/\$2,000 max)). This PLAN B will begin on January 1, 2023.
 2. Election of either medical PLAN A or PLAN C includes Ancillary PLAN B.
- G. Pursuant to PA 152 of 2011, MCL 15.561-15.569, the Board reserves the discretionary right to annually choose between “hard caps” or an eighty percent (80%) employer 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. If an employee changes to H.S.A. PLAN C, 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 PLAN C 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 PLAN A or PLAN C will be responsible for the remaining twenty percent (20%) of the monthly ancillary premiums through payroll deduction.
- H. 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 employee contributions for all bargaining unit members electing medical insurance shall be deducted from the employee's biweekly payroll check, commencing with the first pay period of the new contract year. The Employer 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.
- I. Employees joining the District, who elect medical insurance coverage, will be required to enroll in the MESSA PLAN A (without an H.S.A. option unless they are enrolled in a qualifying H.S.A. plan upon their hire date with the District. Approval of the transfer of a qualifying H.S.A. plan to the District PLAN C shall be issued by the Superintendent or designee. New employees may then elect MESSA PLAN C during the next open enrollment period to begin with the next calendar year. Open enrollment in MESSA PLAN C, for all employees, will begin in November with coverage to start January 1. Employees electing to enroll in MESSA PLAN C may contribute up to an amount allowable under IRS regulations into an H.S.A. account (PLAN C).
- J. 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 in Section G above, at the time of their change or departure.
- K. Employees may elect to add Short Term Disability coverage at their own expense.
- L. 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 re-opener for wages, ancillary benefits, and H.S.A. deductible. In accordance with Section G 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.
- M. 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 PLAN B and cash in lieu benefits.

- N. Teachers electing not to take MESSA PLAN A or PLAN C of medical insurance will receive MESSA PLAN B 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 PLAN B 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.
- O. 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.
- P. The Au Gres-Sims Board of Education will be the policy holder for all employee insurance.

Article X: Compensation

A. Salary Schedule:

2022-2023			
Step	BA	MA	Adv. Deg.*
1	37,000	39,694	42,584
2	37,000	39,694	42,584
3	37,000	39,694	42,584
4	41,069	44,340	47,568
5	42,966	46,485	49,869
6	44,951	48,736	52,284
7	47,028	51,094	54,814
8	49,201	53,567	57,467
9	51,475	56,160	60,248
10	53,852	58,878	63,164
11	56,230	61,597	66,081

2023-2024			
Step	BA	MA	Adv. Deg.*
1	37,740	40,488	43,435
2	37,740	40,488	43,435
3	37,740	40,488	43,435
4	41,890	45,227	48,519
5	43,825	47,415	50,866
6	45,850	49,711	53,330
7	47,969	52,116	55,910
8	50,185	54,638	58,616
9	52,505	57,283	61,453
10	54,929	60,056	64,428
11	57,355	62,829	67,403

2024-2025			
Step	BA	MA	Adv. Deg.*
1	38,495	41,298	44,304
2	38,495	41,298	44,304
3	38,495	41,298	44,304
4	42,728	46,132	49,489
5	44,702	48,363	51,883
6	46,767	50,705	54,397
7	48,928	53,158	57,028
8	51,189	55,731	59,788
9	53,555	58,429	62,682
10	56,028	61,257	65,717
11	58,502	64,086	68,751

*Advanced Degree is a second (2nd) Master's (MA), Educational Specialist (EdS), or Doctorate (EdD/PhD) in an applicable-to-education field.

- Steps 1-3 will be paid at the same rate.
- 2022-23: Steps with six percent (6%) applied to the 2021-22 salary schedule.
- 2023-24: Steps with two percent (2%) applied to the 2022-23 salary schedule.
- 2024-25: Steps with two percent (2%) applied to the 2023-24 salary schedule.

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. 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. Certified teachers working less than a full-time equivalency will receive a pro-rated stipend in accordance with their reflective work schedule. Teachers receiving either a “Minimally Effective” (“Basic” in 5D+ Performance Level) or “Ineffective” (“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. 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. Extracurricular Salaries:

	2022-2025
Band	\$1,885
Freshman Advisor	\$200
Sophomore Advisor	\$200
Junior Advisor	\$325
Senior Advisor	\$325
MS Student Council	\$200
HS Student Council	\$250
National Honor Society	\$250
Yearbook	\$500
Home Bound Services / Tutoring	\$25 / hr.

After School Tutoring Program		\$25 / hr.
Summer School Teaching		\$25 / hr.
Mentor Teacher		\$25 / hr.
• Year one	20 hours	\$500
• Year two	15 hours	\$375
• Year three	10 hours	\$250

Sponsors of other extra-curricular activities may receive a stipend, based on both available funding and at the discretion of the Administration.

- E. School business with personal car shall be reimbursed per mile at the IRS rate.
- F. Longevity:
1. Employees of the bargaining unit 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 following schedule:

15 years of service	\$1,000 per year
20 years of service	\$1,500 per year
25 years of service	\$2,000 per year
28 years to retirement	\$2,500 per year
 2. 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 pro-rated according to part time employment of the teacher.
 3. Teachers receiving either a "Minimally Effective" ("Basic" in 5D+ Performance Level) or "Ineffective" ("Unsatisfactory" in 5D+ Performance Level) professional annual evaluation rating, will be ineligible to receive longevity pay for that correlating school year.
 4. It is understood by both parties that an approved leave of absence for any member of the bargaining unit will not take away, nor will it add to, the longevity of the teacher.
 - a. Example: If a teacher with ten (10) 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 eleventh 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 XI: Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541, *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 XII: Duration of Agreement

This agreement shall become effective July 1, 2022 and continue in full force and effect through June 30, 2025.

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 20, 2022

For the Association:

For the Board of Education:



Tracy Stoldt, President



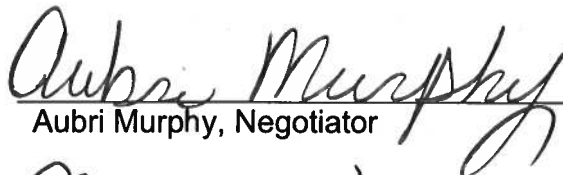
Fred Robel, President



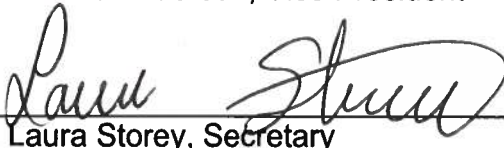
Holly Gordon, Vice President



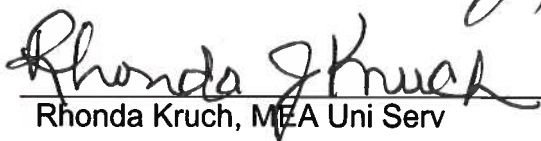
Eric Schwiderson, Vice President



Aubri Murphy, Negotiator



Laura Storey, Secretary



Rhonda Kruch, MEA Uni Serv



Christopher Ming, Superintendent

Appendix A: Employment of Non-Certified Personnel

**Letter of Agreement
Between
Au Gres-Sims Education Association
And
Au Gres-Sims School District**

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 inclusive of any non-certified “qualified” personnel allowable under any alternative teaching provisions recognized by the State of Michigan or Federal Laws to teach without direct supervision under an assigned Au Gres-Sims Education Association Supervising Teacher provided the established practices listed below are followed:

The parties agree to the following terms for the 2022-2023 school year:

1. In the event that all options have been exhausted in filling vacant teaching positions with highly qualified and certified personnel, the District may place non-certified personnel allowable under any alternative teaching provisions recognized by the State of Michigan or Federal Laws into said vacant positions as teacher of record as long as allowable with the Michigan Department of Education (MDE).
2. 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.
 - a. If the non-certified personnel is not the teacher of record, they will start on seventy-five percent (75%) of the BA step one as agreed upon in the AGSEA Agreement.
 - b. If the non-certified personnel is the teacher of record, they will start on ninety percent (90%) of the BA step one as agreed upon in the AGSEA Agreement.
 - c. The candidate remains on that step until completion of degree or licensure. If hired as a permanent employee, the candidate will move to the appropriate column placement on the AGSEA salary schedule, for example BA 1, MA 1, etc. They will not receive years of service credit on the salary schedule for time accrued in a non-certified personnel position.

3. It is understood that during the course of the non-certified personnel's placement, the position will be removed as a posting and from the vacancy list.
4. It is understood that during the course of the placement, the position may remain a vacancy, however, will not be posted until the non-certified personnel has completed the placement term or has been removed from the position prior to completing the term of the placement.
5. It is understood that at any time the non-certified personnel is not performing at the level of competency expected of an Au Gres-Sims School District teacher, the non-certified personnel will be removed from their Au Gres-Sims School assignment and the job will be posted as a vacancy for a qualified candidate. The non-certified personnel relinquishes their right of appeal through the collective bargaining agreement (CBA) and the Association will be under no obligation to protect the job rights of the candidate.
6. It is further understood that this Agreement does not guarantee any employment rights for the non-certified personnel with the Au Gres-Sims School District following the completion of the program
7. If the non-certified personnel is allowed to instruct under the normal conditions of a typical student teacher with an Association Supervising Teacher assigned to direct their work, and when the Association Supervising Teacher is the teacher of record, the non-certified personnel will not receive contractual pay and benefits as outlined in items one (1) and two (2) respectively, but all other practices described in this Agreement will apply.
8. 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-certified personnel to teach. The cost of this permit will be borne by the non-certified personnel unless determined otherwise by the Board or its designee. Both parties recognize that a "Substitute Teacher" is normally a teacher instructing in the absence of an Association teacher. Under the conditions of placement of the non-certified personnel only, the term "Substitute" will be used to attain a permit from the MDE to allow the non-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.

9. The Agreement will sunset at the end of the 2022-2023 school year. This Agreement may be extended by mutual consent of the District and the Association for up to two (2) additional one (1) year periods.

Appendix B: 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 C: 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 D: Certified Teachers Hired on the Condition of Obtaining an Endorsement

**Letter of Agreement
Between
Au Gres-Sims Education Association
And
Au Gres-Sims School District**

RE: 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 timeframe 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 "Substitute 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).