MASTER AGREEMENT

Between

CSP MANAGEMENT INC, dba PARTNER SOLUTIONS

and the

WEST MICHIGAN ACADEMY OF ARTS AND ACADEMICS EDUCATION ASSOCIATION, MEA/NEA

July 1, 2024 - June 30, 2027

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AGREEMENT

Τ	his agreement is made and entered into this day of, 2025 by and
	between CSP Management, dba Partner Solutions, a Michigan corporation, hereinafter
	referred to as the "Employer" or "Company," and the West Michigan Academy of Arts
	and Academics Education Association, MEA/NEA hereinafter referred to as the
	"Union,"

ARTICLE 1 - Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time certified teachers, whose job requires teaching certification and are employed as Teachers of Record (i.e. takes attendance or manages a caseload) by the Employer at West Michigan Academy of Arts and Academics currently located at 17350 Hazel Street, Spring Lake, Michigan.

Section 2. The term "teacher" when used in this Agreement shall refer to the teachers in the bargaining unit described in Section 1, above.

ARTICLE 2 - Management Rights

Section 1. The Employer or Designee, on its own behalf, or through its clients and related parties, shall retain all rights, powers, and authority it had prior to entering into this Agreement, including by way of illustration and not by way of limitation, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of instruction, operations or equipment (including on-line/distant learning); to determine and change the size, composition and qualifications of the work force; to determine the curriculum and means for educating students, including determining class size; to determine qualifications; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by teachers and how it shall be performed; to maintain order and efficiency in the school facilities and its programs including the right to select, hire, promote, schedule, demote, lay off, assign, transfer and train teachers; to determine the hours and days of work; to select and determine supervisory staff; to bid/negotiate or not bid/negotiate, or to rebid/renegotiate or not rebid/renegotiate, contracts with West Michigan Academy of Arts and Academics, or other entities; to determine and change starting times, guitting times, schedules and days of work; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new

policies, work rules, regulations, and practices; and to assign duties to teachers in accordance with the needs and requirements of West Michigan Academy of Arts and Academics as determined by the Employer or Designee. The exercise of the foregoing powers and rights, together with the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and applicable law.

Section 2. When a change of assignment occurs during the school year, the teacher will be given seven (7) calendar days notice prior to the new teaching assignment beginning.

Section 3. The Employer or Designee shall retain the sole right to suspend, discipline and discharge teachers subject to the express and specific terms of this Agreement and/or any other state or federal laws.

ARTICLE 3 - Seniority

- **Section 1**. Seniority shall be the length of continuous service from the teacher's last date of hire as a teacher assigned by the employer or designee to work at West Michigan Academy of Arts and Academics locations covered by this agreement.
- **Section 2.** All teachers shall be regarded as "new" teachers until they have successfully completed three (3) full academic years as teachers at West Michigan Academy of Arts and Academics.
- Section 3. The Seniority list will be maintained by the Employer or Designee and shall be made available to the local Union president annually or upon the President's reasonable request. A teacher's standing on the posted seniority list will be final unless protested in writing to the Head of School or Designee not later than thirty (30) calendar days after the lists have been provided to the Union.
- **Section 4.** Teachers shall notify the Employer or Designee in writing of their proper post office address and telephone number or any change of name, address or telephone number. All notices given under Section 5(d), below, by the Employer or Designee shall be by certified mail or personal delivery. The Employer or Designee shall be entitled to rely upon the last known address shown in the Employer or Designee's official records. Teachers may be required to provide written acknowledgment of any communication from the Employer or Designee.
- **Section 5.** The seniority of a teacher shall be terminated and employment shall cease for any of the following reasons:

- (a) the teacher quits or retires;
- (b) the teacher is discharged under the terms of this Agreement;
- (c) the teacher is absent from work without advising the Employer or Designee;
- (d) the teacher fails, within five (5) working days after receipt of the Employer or Designee's notice of recall, to report to work as required by the notice, unless due to circumstances beyond his or her control (but not other employment) the teacher is unable to timely report, and the teacher so notifies the Employer or Designee within that five (5) working days, in which case the teacher may be granted another five (5) working days to report to work;
- (e) the teacher overstays a leave of absence without an acceptable excuse to the Employer or Designee;
- (f) a settlement with a teacher has been made for total disability or for any other reason, if the settlement waives further employment rights with the Employer or Designee;
- (g) the teacher is laid off for a continuous period of three (3) years;
- (h) the teacher has falsified or misrepresented information on their application for employment or as otherwise supplied to the Employer or Designee;
- (i) the teacher is transferred from the bargaining unit to a non-West Michigan Academy of Arts and Academics non-bargaining unit assignment.

ARTICLE 4 - Vacancies

Section 1. Definitions:

- A. A "position" means an assignment for a teacher in the specified subject(s), grade level(s), or service area(s).
- B. A "permanent vacancy" means any open/unfilled position in the bargaining unit which the Employer or Designee intends to fill other than positions which are temporary.
- C. A "temporary vacancy" means an open position in the bargaining unit created by the approved absence of a bargaining unit member in a position which the Employer or Designee intends to fill with that bargaining unit member when she/he returns from the approved leave or an open position that the Employer or Designee fills on a temporary basis for the balance of the school year.

Section 2. Postings

- A. When a permanent vacancy occurs, the Employer or Designee will publicize the open position by:
 - Posting a copy of the opening, including the certification required with Partner Solutions for no less than five work days prior to filling the position on a permanent basis.
 - 2. Posting to the westmichiganacademy.org website and;
 - 3. Sending an electronic message to the teachers' school email addresses.
 - 4. Sending an electronic copy to teachers on layoff status at their personal

email address.

- B. Teachers who desire to apply for posted positions shall send their resume and letter of interest to the Head of School. While the employer or designee retains the right to make the final determination for selecting the person to fill an open position it agrees to review the applications of all internal candidates prior to making a selection and will offer an interview to the internal candidate(s) if they meet the criteria established in the posting.
- C. The Employer or Designee retains the right to make temporary assignments of personnel to fill a position, but said temporary appointment shall not normally extend beyond the balance of the school year.

ARTICLE 5 - Transfers, Layoff and Recall

- Section 1. The decision to determine the necessity of a layoff or recall rests solely with the Employer or Designee and is not subject to the grievance procedure. Whenever the Employer or Designee determines that the layoff of teachers is necessary the Employer or Designee may layoff bargaining unit teachers, as it deems necessary, in the following manner:
 - A. The order of layoff will be determined by the Employer or Designee based on qualifications, merit, and seniority.
 - Qualifications shall be determined by the Employer or Designee based on successful teaching experience, certification, and academic endorsements. Merit shall be determined based on the teachers' evaluations within the last two years prior to the determination of layoff.
 - 2. Where the Employer or Designee finds that qualifications and merit are equal, the Employer or Designee will use seniority to determine which teacher is laid off in a particular situation.
- Section 2. The Employer or Designee will provide at least sixty (60) calendar days prior notice of layoff unless due to unforeseeable causes, such as unexpected drops in enrollment, loss of funding, natural disaster, or sudden termination of services at West Michigan Academy of Arts and Academics. If notice of less than sixty (60) calendar days is provided for reasons other than natural disaster or an unexpected enrollment drop, teachers who are laid off will be given an amount equal to one month of their

regular compensation. The Employer or Designee will provide the Union with documentation supporting its action.

Section 3. Seniority teachers who have been laid off will be recalled to work using the criteria specified in section (1)(A)(1) of this Article.

Section 4. Teachers laid off under this agreement will be recalled prior to hiring from outside the bargaining unit unless the Employer or Designee determines that no employee on the recall list is qualified to fill the position. All rights to recall are for three years following the effective date of the layoff, after which time the teacher shall not be entitled to recall rights under this contract.

A. Laid-off teachers declining recall to a full-time position will be deemed to be voluntary terminations of employment.

ARTICLE 6 - Grievance Procedure

Section 1. For purposes of this Agreement, a grievance shall mean a claimed violation of any provision of this Agreement filed in proper accord with this Article. The term "days" as used in this Article shall not include Saturday, Sunday and holidays (as observed by West Michigan Academy of Arts and Academics). Vacations during West Michigan Academy of Arts and Academics year (i.e., not the summer break) are considered "holidays" for purposes of this provision.

Section 2. Grievances must be filed within 10 days of the date of the initial alleged violation or within 10 days of the date on which the teacher should have known of the alleged violation. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of a teacher or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer or Designee to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

- A. Step One Verbal Discussion -- Any teacher having a grievance, or a teacher designated by a group of teachers, or the association representing a group of teachers having a grievance may discuss the grievance with the Head of School or Designee within 10 days of the occurrence of the incident or ten (10) days of when the teacher should have had knowledge of the incident. The teacher may be accompanied by a Union representative if the teacher so desires. During the discussion, the form found in Appendix E, "Verbal Discussion Documentation" will be completed and retained by both parties and will indicate the Head of School/Designee's disposition of the discussion.
- B. Step Two -- If the grievance is not resolved at Step One, the Association or an individual may present a written grievance to the Employer's Designee within ten (10) working days of receipt of the Verbal Discussion Documentation form (Appendix E) issued after the completion of the Step One meeting. The written grievance will be filed on the Grievance Form attached as Appendix F to this agreement and shall contain the name of the grievant(s), the facts and issues surrounding the grievance, the provisions of this agreement allegedly violated and the remedy sought. The Employer's Designee shall meet with the grievant and the Union representative to discuss the grievance. The Designee shall give a written decision using the form in Appendix F to the grievant within fifteen (15) working days after the Step Two meeting is held.
- C. Step Three -- Except as limited within this contract and/or below, any grievance arising during the term of this agreement not resolved at Step Two may be

submitted to mediation, by the National Labor Relations Board, or, at the Union's choice, the Michigan Employment Relations Commission, by the Union submitting a written request to the employer or designee within ten (10) days after receiving the Employer or Designee's written decision in Step Two. Service of a request for mediation upon the Employer or Designee must be made to the Employer's Designee. The mediator will attempt to facilitate a resolution of the grievance acceptable to both parties. After one (1) mediation session, either party may terminate the mediation process.

1. The following matters shall not be submitted to mediation (or arbitration as provided below) and the mediator (or arbitrator) shall have no authority to opine regarding or do the following: (1) add to, subtract from, alter, or in any way modify the terms of this Agreement; (2) establish or modify any component of compensation or benefits; (3) construe this Agreement to limit management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (4) interpret or apply any law or governmental regulation; (5) decide any question which under this Agreement is within the responsibility of the Employer or Designee or its customer(s) to decide, it being understood that any matter not set forth remains within the Employer or Designee's reserved rights; or (6) consider any matter involving the termination or nonrenewal of any probationary teacher, or the discipline of a probationary teacher with less than two (2) years of service at West Michigan Academy of Arts and

Academics.

- 2. Any matter decided by the mediator within the scope of the mediator's authority as set forth in this article shall be advisory on the parties, but may be accepted by mutual agreement in writing between the parties.
- 3. Mediation fees and expenses shall be borne equally by the parties. All other expenses shall be borne by the party incurring the expense.
- 4. Any recommendation or award involving back compensation shall not predate the date on which the grievance is formally filed in writing with the Employer or Designee by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received).
- 5. Neither party may assert a contractual claim or basis in support of its position which was not presented at an earlier step of this Grievance Procedure without providing prior notice to the other party.
- 6. In matters of discipline, termination or non-renewal of contract, to the extent the mediator (or arbitrator, where the parties have mutually agreed to submit a grievance to arbitration) has jurisdiction over the matter the mediator shall confine his or her opinion to whether the employer or designee's action was arbitrary or capricious as defined in Article VII of this agreement.
- D. Step Four-In the event that the matter is not resolved in mediation to the

satisfaction of either party, and if both parties mutually agree in writing, the grievance may be advanced to arbitration. The parties' mutual agreement to arbitrate the grievance must be made no later than fifteen (15) days following receipt of the mediator's decision. The Association may submit the grievance to arbitration within thirty days after the parties agree to utilize arbitration. All grievances submitted for arbitration shall be submitted to the American Arbitration Association ("AAA") and shall be subject to the rules and regulations of the AAA. The costs for arbitration shall be borne equally by the parties. The decision of the arbitrator shall be final and binding. In the event that the parties do not agree to arbitration, and if either party is not satisfied with the results of Step Three, they may file an action with a court of competent jurisdiction for interpretation and enforcement of this contract.

Section 4. The Union shall have the right to file a group grievance on grievances involving more than one (1) teacher at Step 2 of the grievance procedure within ten (10) working days of the event giving rise to the grievance.

ARTICLE 7 - Discipline

Section 1. Teachers may be disciplined only for reasons that are not arbitrary or capricious. This standard signifies that a disciplinary action must be supported by the results of an investigation, and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis for the disciplinary action. The provisions of this paragraph shall exclude: (1) the failure to re-employ any teacher to a position on the extra-curricular schedule, (2) the failure to re-employ any probationary teacher. Probationary teachers shall be considered at-will and the Employer or Designee shall have the sole right to discipline, layoff, suspend or terminate probationary teachers without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained herein.

Section 2. Disciplinary actions include but are not limited to: an oral warning, a written warning, a written reprimand, or paid or unpaid suspension. An oral warning will be memorialized in writing using the form attached to this contract in Appendix D but will not be included in the teacher's formal personnel file but will be otherwise retained by the employer or designee with a copy given to the teacher. The Association expressly agrees that maintaining a separate file for these purposes does not impact the employer or designee's ability to use the warning as part of a future disciplinary action and does not negatively affect the teacher's rights under existing law (e.g., Bullard-Plaweki). Nothing in this contract requires that these disciplinary measures be applied sequentially or progressively, however, in making its determination the

Employer or Designee agrees that, if the investigation of the situation supports a determination of misconduct or other behavior warranting a disciplinary action, the decision to determine the level of discipline shall be guided by the following standards:

- A. The seriousness of the offense, infraction or misconduct or other behavior on which the discipline is based;
- B. The teacher's prior disciplinary and employment record;
- C. How teachers engaging in similar or like offenses have been disciplined in the past where there were comparable circumstances and involving similarly situated teachers;
- D. The existence of aggravating or mitigating factors.

ARTICLE 8 - Work Schedule

Section 1. Full time teachers shall report at least fifteen (15) minutes before the start of the student day. For example, full time teachers shall report at 7:45 am. At 7:50 am teachers shall have their doors open to admit and assume responsibility for their students. Student instruction shall begin at 8:00 am. Except when assigned late dismissal duty by the director or their designee, full time teachers shall remain in their classrooms until all students are released for dismissal. Late dismissal duty assignments will be made on a rotating basis for all teachers, excluding those with outside dismissal duties during dismissal time and not more than fifteen (15) times per year per teacher, if practicable. Teachers assigned late dismissal duty are required to remain until 3:45 p.m. Part time teachers will have the same expectations with proration based on FTE before/after school responsibilities and when possible, efforts will be made to connect this to the portion of the day the employee works. Required attendance at regularly scheduled staff meetings other than parent/teacher meetings (e.g., required faculty, or departmental meetings) outside of the normal work schedule can may be scheduled by the administration up to twice per month and will be included on the school calendar at the beginning of the school year, but will normally be scheduled with notice given at least two days prior to the meeting, when feasible, and will not extend beyond 4:30 PM. Staff are also required to attend Professional Learning Community (PLC) meetings/data meetings at a minimum of once per month outside of the normal work schedule with suggested topics from the

School Improvement Team. In the case of emergency meetings, staff will not be required to attend the meeting beyond 45 minutes after the end of the normal work day. Staff needing to be excused will notify the building administrator of the need and the reason, and the request will not be unreasonably denied. The normal school day and the normal workday at school shall not exceed eight hours, excluding the 35 minute duty free lunch period.

Section 2. The start and end of the regular academic year shall be as determined by West Michigan Academy of Arts and Academics. Except as provided below, the work year shall not begin any earlier than five (5) non-holiday weekdays prior to Labor Day or start of the student school each year, nor will it extend any later than the second (2nd) Friday of June of each year.

There will be no more than three (3) in-service days prior to the beginning of the academic school year for existing/continuing teachers. New teachers may be required to report one week prior to other staff, at the beginning of each academic year. The following days will be observed as holidays: the Friday before Labor Day, Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Day; New Year's Day; and Memorial Day. There will be winter (i.e., in December/January) and spring vacation breaks as determined by the Ottawa Area Intermediate School District common calendar.

The Employer or Designee and the Union will meet annually prior to May 15 with the goal of establishing a mutually agreeable academic calendar for the following school year. If no agreement is reached by May 15, the Employer or Designee will provide a

calendar. In such a case, the Employer or Designee agrees the calendar will not increase the number of work days over the prior year unless required by state law or regulation or with agreement by the Union.

The calendar will be published by the Employer or Designee by June 1 prior to the new school year. If days are canceled due to an Act of God or other reasons not under the control of the Employer or Designee, the Employer or Designee may schedule make-up days at no additional cost or compensation after consulting with the Union.

Section 3. Teachers shall be given a duty-free lunch of at least thirty-five (35) consecutive minutes.

Section 4. The Employer or Designee shall endeavor for all teachers to receive their anticipated regular assignments for the next academic year no later than the July 1st preceding the start of the academic year. Changes made after that date will be communicated to teachers who will be provided with at least two calendar weeks' notice, and an opportunity to discuss the change with the Head of School or Designee except in cases in which the circumstances do not make that reasonably possible.

Section 5. Teachers are required to attend parent-teacher conferences (normally 7 hours) during each semester. For each period for parent-teacher conferences that is longer than four consecutive hours or after a regularly scheduled day of classes, staff will be allowed on that day a one-hour duty-free meal break as scheduled by the applicable building administrators.

Section 6. Unless excused in advance by the Employer or Designee, teachers are required to attend or participate in the following school performances: Graduation, plus

at least five (5) other school sponsored events/ performances that they are not being paid a stipend for (such as Art Show, Spring talent show, dance & instrumental concerts, family fun night, school dances, winter performances, sporting events, and PTSO meetings). No teacher shall be required to attend more than six (6) such events per year, except that one (1) additional can be required if an event is unanticipated and staff attendance is considered important by the Employer or Designee.

Section 7. Full time teachers shall be provided with a minimum of two hundred twenty-five (225) minutes of non-instructional time per week, to be used for planning and preparation, working with parents and/or other teachers or administrators but excluding student contact time. The two hundred and twenty five minutes includes time when students are in arts classes, and time when the teacher is excused from monitoring students' lunch and/or recess or otherwise not assigned specific duties but does not include the teachers' duty free lunch period. Building Administration will schedule this non-instructional time evenly throughout the week affording approximately 45 minutes per day per teacher which the employer will attempt to provide in a minimum of twenty (20) minute intervals. However, the parties recognize that this may not be feasible in all cases. In such cases, no teacher shall receive less than the minimum two hundred twenty five minutes of non-instructional time and their non-instructional time will be divided in as even a manner as possible under the particular circumstances.

Section 8. Teachers who, at the request of the administration, voluntarily accept a sub assignment in place of their planning period when the regular teacher is absent and a

substitute teacher is not immediately available, will be paid \$30 for their missed planning period.

Section 9. Teachers who, at the request of the administration, voluntarily accept a sub assignment in place of their lunch period, will be paid \$15 for lunch coverage or for recess coverage.

ARTICLE 9 - Observation and Evaluation

- **Section 1.** The evaluation system in place at the time this agreement is ratified is and shall remain in effect for the life of this agreement except where the association agrees to changes, or changes are required by law or regulation.
- Section 2. The district shall conduct evaluations of all teachers as outlined in Michigan Teacher evaluation law. New teachers will be observed and evaluated annually according to the mutually agreed upon evaluation tool.
- **Section 3.** The mutually agreed upon evaluation tool, including the instrument used for conducting evaluations, will be explained to all staff annually at a group meeting prior to October 1 of each school year, at which teachers have the opportunity to ask questions and seek clarifications.
- **Section 4.** Prior to November 1 each teacher will set instructional goals and create an action plan to achieve these goals. The administrator or their designee may conference with teachers to assist with completing their plan.
- Section 5. Each evaluation shall be based on multiple walk throughs and observations.

 Following the observation, a teacher will receive noticings and wonderings from their observer. Upon receipt of noticings and wonderings, the teacher will respond to the noticings and wonderings. Written feedback from the observer will then be given to the teacher. Formal observations shall not take place during the following periods:
 - a. the first week of instruction;
 - b. the two instruction days immediately preceding and the work day

following Winter Holiday and Spring Breaks;

c. Halloween and Valentine's Day

Section 6. Year-end written Summative Evaluation Forms will be completed by June 30. If the district anticipates that a teacher's evaluation will result in a rating of less than effective, every reasonable effort will be made to inform the teacher prior to May 1.

Section 7. Teacher evaluation will be conducted every other year unless a rating of less than the equivalent of effective is received. If rated lower than effective, annual evaluations will be conducted.

ARTICLE 10 - Salaries

- **Section 1.** The salaries of teachers covered by this Agreement are set forth in Appendix A.
- **Section 2.** Teachers will be required to work (but not exceed) the minimum number of student contact days required by law as well as professional development days as specified in this agreement.

Teachers who work less than 1.0 FTE shall receive a prorated salary based on the salary range in effect at the time. The method for calculating prorated salaries will be as agreed between the employer or designee and the Association.

- **Section 3.** For new hires, salary credit shall be given for up to five (5) years of service. Additional salary credit may be given for hard to hire positions after consultation with the Association.
- **Section 4.** Each teacher's annual salary will be divided by twenty-six (26) and be paid that amount biweekly beginning with the first pay of the new school year. The payroll schedule can be found in Appendix G.
- **Section 5.** Payment for extra-duty assignments outside the normal load will be paid according to Appendix B.
- **Section 6.** Teachers will be compensated at \$100 per move for approved time for moving classrooms in the summer at the request of administration.
- Section 7. If at any point the pupil enrollment count of West Michigan Academy of Arts

and Academics declines more than twenty percent (20%) from its previous Fall state-audited pupil count, the bargaining teams shall reconvene within (10) school days of such pupil enrollment count to enter into good faith discussions concerning appropriated teacher staffing and salary levels that are in the best interest of the Association and the Employer or Designee relative to the services which they collectively provide to the Academy in accordance with this Agreement.

ARTICLE 11 - Paid Time Off

Section 1. Full-time teachers will be entitled to earn up to ten (10) paid leave days/80 hours of leave time per academic year. Part-time teachers will receive a prorated amount of paid leave days/hours based on their FTE.

Leave time is earned on an annual basis but the full allotment of paid days/hours off will be credited to the teacher on the first day of the school year. If a teacher leaves during the school year their last paycheck will be adjusted to repay the District for any prorated portion of paid leave days/hours they have used but that have not been earned. For example, if a teacher leaves the District halfway through the school year, their last paycheck will be adjusted to repay the district for any paid leave days/hours used beyond five (5) days/forty (40) hours.

Section 2. Paid leave days/hours under this Article shall be taken in compliance with the Earned Sick Time Act (ESTA) and, to the extent possible, scheduled at least two work days in advance. Any teacher who is unable to report to work because of sickness shall follow building protocol regarding use. Any teacher needing to take paid leave time for reasons other than illness shall seek approval for using paid leave time by applying for the day from the Employer or Designee at least two (2) work days in advance, except if due to unforeseeable circumstances, in order to receive the time off. Paid leave time may only be used to extend a holiday or vacation at the discretion of the Employer or Designee with approval by the Head of School/Designee.

Section 3. Unused paid leave time shall accumulate to a maximum of forty (40) days/320

hours. A maximum of thirty (30) days/240 hours may be rolled over from year to year. An additional ten (10) days/80 hours will be available annually for teachers who have accumulated fifteen (15) days/120 hours by the beginning of the school year in which medical leave is used. The additional fifteen (15) days/120 hours may be used only after other accumulated days time has been used, and only for the purpose of disability or illness of the teacher. The Employer or Designee may require a physician's verification of illness or disability after an absence of three (3) consecutive days or more, or in instances in which there are potential health issues and/or issues of abuse of leaves. These days shall not accumulate from year to year and are not subject to the following "buy back" provision under this section. If the number of roll over days/hours exceeds thirty (30) days/240 hours at the end of the school year, the Employer will buy back unused paid leave time accrued under this article at \$100 for each day (8 hours). Such time shall be removed from the teacher's sick leave account maintained by the Employer.

Section 4. Bereavement.

- A. Teachers shall also be entitled to bereavement leave, on a day normally scheduled to work, to attend funerals, as follows:
 - Up to five (5) days/40 hours per incident taken to attend the funeral of a parent, step-parent, spouse, child, step-child, sibling, or step-sibling;
 parent in-law, sibling in-law, grandparent or grandchild; and
 - 2. Up to one (1) day/eight (8) hours per incident to attend the funeral of an aunt, uncle, cousin, or other person approved by the Employer or

Designee.

- B. Proof of funeral attendance may be required by the Employer or Designee. The teacher must provide the Head of School with at least twenty-four (24) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time teachers are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.
- Section 5. Teachers serving jury duty shall be paid leave for such service. Proof of service shall be required by the Employer or Designee. The teacher shall keep the Employer or Designee informed as to the service and report to work on days not required to appear in court. Teachers who are subpoenaed to testify in a court case related to their employment shall receive paid leave for such time.

ARTICLE 12 - Insurance

Section 1. The employer shall provide insurance benefits as described below by making payment of insurance premiums for a full twelve (12) month period each year of this Agreement for the teacher and their eligible dependents, subject to the provisions below. Eligible teachers must work a regular schedule of 30 or more hours per week.

Newly hired teacher benefits are effective first of the month following a 30-day waiting period.

The Employer shall provide insurance benefits described below by making payment of insurance premiums for a full twelve (12) month period each year of this Agreement for the teacher and their eligible dependents, subject to the provisions below. The Employer premium contribution shall be 80% of the cost of the Blue Care Network PCP Focus HMO 1000 plan.

Teachers may select one of the health insurance plans found in Appendix C.

Teachers not electing health insurance benefits shall receive all life and disability benefits listed above and may choose to elect vision or dental coverage at no additional cost. In addition, those teachers shall be paid \$3500 annually in lieu of health insurance. This annual amount shall be paid in equal payments each pay period.

Section 2. The teachers' premium contribution will be payroll deducted, in equal bimonthly amounts from the teacher's each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding.

Section 3. GENERAL INSURANCE PROVISIONS

- A. The insurance year shall be the twelve-month period from September 1 to the following August 31. Teachers leaving employment between the end of the teacher duty year and the start of the next following teacher duty year, shall continue to receive health insurance coverage as set forth in this article through the month of August. If a teacher is employed by another employer and is therefore covered by fully paid insurance program(s) or coverage equal to, or greater than, any program(s) or coverage contained in this article, the Employer shall not be required to continue premium payments or coverage for that program(s).
 - In the event a teacher is terminated or resigns during the school year, the insurance shall continue until the end of the month the resignation or termination is effective.
- B. The above insurance coverage shall be continued during paid leaves of absence.
- C. In the event that a teacher is absent because of involuntary leave, illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue during the waiting period for short-term or long term disability coverage. The teacher shall be responsible for any applicable premium share payments for health insurance in accordance with Section 1 of this Article.
- D. The annual open enrollment period shall be June 1st to June 30th with an effective date of September 1st.

ARTICLE 13 - Leaves of Absence

- **Section 1. Personal leaves:** Unpaid personal leaves of absences not to exceed sixty (60) calendar days may be granted at the discretion of the Employer or Designee without loss of seniority.
- Section 2. Family Medical Leave Act: In all respects, qualifying leaves of absences under the article shall be administered and provided for in a manner consistent with the Family Medical Leave Act of 1993 and its published regulations. A copy of the FMLA and all pertinent rules and regulations will be available from the Head of School/Designee upon request.
 - A. Adoption leave. Teachers shall be granted a leave of absence for up to four (4) weeks for the adoption of a child subject to the following conditions:
 - Once the teacher uses up all of their available leave time, the Employer
 will provide a daily stipend equal to 60% of the teacher's pre-tax daily rate
 for the remainder of the adoption leave.
- Section 3. Military Leave. A teacher shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The period of such leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal Laws in effect at the time of such leave.
- **Section 4.** A leave of absence under this article shall be processed in the following manner:

- A. Any request for a leave of absence shall be submitted in writing at least thirty

 (30) calendar days prior to the date such leave shall take effect, except in case

 of emergency or unforeseeable circumstances, and shall include:
 - 1. the reasons for such leave:
 - 2. the effective date of such leave; and
 - 3. the estimated date of return to work.
- B. The written request for a leave of absence shall be submitted to the Head of School/Designee for final disposition.
- C. If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the teacher involved.
- D. Extensions of a leave of absence granted for reasons of a teacher's personal illness or disability may be granted at the discretion of the Employer or Designee upon written request by the teacher within ten (10) calendar days prior to the expiration of the leave.
- **Section 5.** All leaves of absences shall be subject to the following general provisions except to the extent otherwise required by applicable state or Federal law:
 - A. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this Agreement.
 - B. Any teacher who receives a leave of absence for a definite period of time shall not be entitled to return to work until the expiration of such leave unless the Employer or Designee elects to waive this provision.

- C. Such leaves shall be without payroll compensation or benefits (except pursuant to the FMLA) unless the teacher is eligible for leave days/hours under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the teachers.
- D. Teachers must use their available leave time concurrently with leave of absence.

ARTICLE 14 - 401(k) Plan

- Section 1. Teachers may defer between 1% and 100% of their compensation on a pre-tax basis up to the maximum amount allowable to the employer 401(k) plan (Transamerica). After a 60-day waiting period, teachers will automatically be enrolled in the 401(k) plan at 4% deferral and they have the option to increase, decrease or waive this benefit anytime during the year.
- **Section 2.** After a 60 day waiting period from the teacher's hire date the Employer shall contribute 4% of each teacher's compensation to the employer 401(k) plan. In addition, the Employer shall match teachers' contributions to the plan at 100% for the first 3% of each teacher's contribution.
- **Section 3.** Teachers' salary deferral and catch-up contributions are 100% vested. The Employer's contributions will be on a 6 year vesting schedule.
- **Section 4.** The employer 401(k) plan will be administered in accordance with the rules and procedures applicable to the program.

ARTICLE 15 - General Provisions

- Section 1. Except as provided herein, neither Union officials nor Union members shall, during working time (excluding meal periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances except to the extent such work time activity is specifically allowed by the Employer. The Union may, by written notification to Administration, designate five (5) Building Representatives, one for each grade level banding, one for Arts and one for Special Education. In meetings with the employer or its designated representative, the Union agrees that only one Building Representative or a representative of the Association will be present unless otherwise agreed by the Employer or Designee. The designated Building Representative may conduct Union business during his or her designated preparation period and duty-free time provided the activity does not interfere with the Building Representative's ability to fully perform his or her responsibilities for the Employer or Designee or the work of other teachers.
- **Section 2.** The Union shall have the right to reasonably utilize staff mailboxes in each school building to communicate with staff covered by this Agreement.
- Section 3. Non-teacher Union officials may have reasonable access to school buildings to conduct Union business during school hours provided they obtain the Building Administrator's (or designee's) approval upon entering the building. At no time will a Union official's visit interrupt a teacher during the teacher's working time unless authorized by the applicable Building Administrator (or designee).

Section 4. The President of the Association and the Head of School/Designee will meet on at least a monthly basis to discuss matters of mutual concern, and to work together for promoting good relations between the parties, the education of students, and the furtherance of overall efforts and the mission of the School. Such meetings will be held at a time and manner determined by the parties.

ARTICLE 16 - Union Security

Section 1. The Union agrees that no teachers will be required to join the union and/or to pay dues for representation by the union unless otherwise permitted by law. However, teachers may choose to voluntarily pay dues to the MEA/NEA in accordance with the law.

ARTICLE 17 - Miscellaneous

- **Section 1.** If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Section 2. The employer or designee agrees not to negotiate with or recognize for the purposes of negotiation any organization other than the West Michigan Academy of Arts and Academics Education Association, MEA/NEA for the life of this agreement. Furthermore, the employer or designee agrees not to alter any of the terms of this agreement other than by consent between the employer or designee and union.
- **Section 3.** Both parties agree they have had the unlimited opportunity to make proposals and counter proposals concerning the wages, hours and conditions of employment of the teachers within the bargaining unit and, unless the parties otherwise agree, therefore voluntarily waive any right to negotiate such matters for the term of this agreement.
- **Section 4.** The union agrees that during the term of this agreement there shall be no strikes, slowdowns, job actions or other activities which impede or interfere with the full and faithful delivery of their services to the employer.

ARTICLE 18 - Termination

Section 1. This Agreement shall be effective upon its execution by both parties hereto, and shall remain in full force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their signature on the day and year indicated below.

WEST MICHIGAN ACADEMY OF ARTS

CSP MANAGEMENT INC, dba AND

ACADEMICS EDUCATION

PARTNER SOLUTIONS

ASSOCIATION, MEA-NEA

Data:

12/8/2025

Date:

APPENDIX A

(SCHEDULE A - Salary Schedule)

Salary Schedule 2024-2027:

1. The minimum teacher salary shall be:

School Year	Year at WMAAA	ВА	Master's Degree			
2024-2025		\$44,358	Varies based on hire date			
For teache	ers who are 1.0 FTE a	and have a valid teac	hing certificate:			
	1 - 3 years	\$45,245	\$49,245			
	4 - 6 years	\$50,000	\$54,000			
2025-2026	7 - 9 years	\$52,000	\$56,000			
	10 - 15 years	\$54,000	\$58,000			
	16+ years \$56,000		\$60,000			
2026-2027	TBD with Financial Re-opener					

- 2. For 2024-2025, all teachers shall receive a two percent (2%) salary increase over their 2023-2024 rates.
- 3. For the 2025-2026 all teachers shall receive a two percent (2%) salary increase over their 2024-2025 rates.
- 4. For the 2026-2027 school year, the parties shall meet to determine compensation.

5. For teachers, a \$4,000 salary increase shall be granted upon the completion of a master's degree. Upon receipt of evidence of completion (i.e. transcript), the employer will increase the teacher's salary based on the following formula:

\$4000 divided (÷) by 26 pays will be added to each of the remaining pay periods

6. Years of experience credit shall be \$400/year up to five (5) years upon initial employment.

APPENDIX B

(SCHEDULE B - Extra Duty Pay)

All stipend % are based on the current base salary

Role	Stipend	Expectations
Committees • Approved by administration	1%	 Minimum of 6 one hour-long meetings outside school/staff meeting times Attendance and minutes required
Lunch/Recess Duty	\$15 per occurrence	Must be assigned by administrationStipend is for each 20 minute coverage
Sub Assignment During Planning Time	\$30 per occurrence	Must be assigned by administration
Student Council	1.5%	Total stipend Split if done by multiple people
MS Camp	0.75%	Will be prorated if teacher does not attend entire trip
MS Mackinac	0.5%	Will be prorated if teacher does not attend entire trip
K Screening/Round Up	\$30 per hour	Must be completed outside of the instructional day to get stipend
Mentoring (per mentee)	0.5%	Minimum of 7 hours with mentee
Lead Teacher	1%	 Must attend majority of after school meetings One per grade level grouping
Coaching Basketball Cross Country Volleyball Other approved sport/activity	2%	 Attend practices Attend games Communicate with players and their families
Athletic Director	7%	 Schedule coaches, referees and games for at least 4 sports seasons Communicate with parents Health Documentation Coordinate with practice facilities Other duties as assigned

Focus Concert	0.15% per major	Includes all involved major teachersAfter school performance
Dance Teacher	4.25%	 Four ½ concerts - 0.5% Eight K-3 concerts - 0.75% Dance for Change - 0.5% Musical Choreography - 2.5% Choreograph dance, teach students in class After school rehearsals (2/week), five weeks Tech week plus two performances Includes backstage responsibilities
Vocal Teacher	1.75%	 Four ½ concerts - 0.5% Eight K-3 concerts - 0.75% Two middle school concerts - 0.5%
Middle School Musical Vocal	2.5%	 Middle School Musical Learn music and teach to students in class After school rehearsals (2/week), 5 weeks Tech week plus two performances Includes backstage responsibilities
Band Teacher	1.75%	 Four ½ concerts - 0.5% Eight K-3 concerts - 0.75% Two middle school concerts - 0.5%
MSBOA/MSVMA/Other Competitive Arts	1%	 Must involve student rehearsals after school Performance out of town MSBOA S&E and B&O District Festival Pre-Festival Concert (additional performance) Complete work assignments for each MSVMA S&E and Choral District Festival Pre-Festival Concert (additional performance) Complete work assignments for each
Theater Teacher (TK - 8)	6%	 Eight K-3 concerts - 0.75% Four ½ concerts - 0.5% Fall Play - 1.75% Teach class (not included in stipend) After school rehearsals (2/week), two weeks Tech week plus two performances Select show, coordinate costuming, lighting and sound cues Spring Musical - 3% Teach class (not included in stipend) After school rehearsals (2/week), five weeks Costumes (additional help reduces stipend) Tech week plus two performances Includes backstage responsibilities Select show

Visual Art Teacher	1.5%	Two Visual Arts Shows - 1%Two winter elementary concerts - 0.5%
Scenic Director	4.25%	 Fall Play Scenery - 1% Build the set on personal time Tech week plus two performances, strike set Fall Play Backstage - 0.75% After school rehearsals (2/week), two weeks Stage manager, general assist Spring Musical Scenery - 2.5% Design set in collaboration with director Set building on personal time in addition to teaching Set Design class Tech week plus two performances Strike set, props Includes backstage responsibilities
Administrator Discretion	\$30 per hour	 Detailed description of work involved and time needed, approved/assigned by administration

2025 / 2026 Benefits at a Glance /

September 1, 2025 - August 31, 2026

What's Changing in 2025?

West Michigan Academy of Arts and Academics

Effective September 1st, we're excited to introduce five new medical plans. As always, we remain committed to offering a range of options while carefully managing employee premiums. These new plans are designed to give you flexibility and choice to fit your individual and family healthcare needs.

We encourage all employees to review the new plan details carefully to make an informed decision that best supports the health and well-being of you and your family.

In addition, we are increasing the value of our vision plan by increasing the frame benefit allowance.

Benefit Guide

Scan or click the QR code for your 2025 / 2026 Benefit Guide, or you can view it on your employee portal. You can also visit our benefit guide by clicking **HERE**:



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والمتاثر في مسود		lealth and Prescri	ption Insurance		
		Highlig	jhts		
	BCN HMO \$1,000	BCN HMO \$3,000	BCN HMO HSA \$3,300*	BCBS SB PPO \$2,000	BCBS SB PPO HSA \$3,500*
Calendar Year Deductible	\$1,000 / \$2,000	\$3,000 / \$6,000	\$3,300 / \$6,600	\$2,000 / \$4,000	\$3,500 / \$7,000
Out-of-Pocket Maximum	\$8,150 / \$16,300	\$8,150 / \$16,300	\$6,900 / \$13,800	\$8,150 / \$16,300	\$6,350 / \$12,700
Coinsurance	20%	20%	20%	20%	20%
Coinsurance Maximum	\$2,500 / \$5,000	\$2,500 / \$5,000	N/A	\$2,500 / \$5,000	N/A
		Benefit Cost	s per Pay		
	BCN HMO \$1,000	BCN HMO \$3,000	BCN HMO HSA \$3,300*	BCBS SB PPO \$2,000	BCBS SB PPO HSA \$3,500*
Employee	\$70.47	\$37.07	\$0.00	\$151.39	\$89.79
Employee + 1	\$169.13	\$89.01	\$0.00	\$363.36	\$207.18
Employee + Family	\$211.41	\$111.27	\$0.00	\$454.20	\$269.40

Spending Accounts

*Health Savings Accounts are a tax-sheltered bank account to be used for your eligible health care expenses. If you enroll in either of the HSA plans a HealthEquity HSA is automatically opened on your behalf. For the 2025 plan year Partner Solutions will contribute money into your HSA: \$500 for employee coverage, \$1,000 if you are enrolled with one dependent, and \$1,500 if you are enrolled with more than one dependent.

Flexible Spending Accounts are another form of a tax-sheltered account. The 2025 annual maximum is \$3,300 for Health Care FSA's and \$5,000 for Dependent Care FSA's. You **MUST** use the full amount in your account by the end of the plan year, if you do not you will lose any remaining funds.

Opt-Out Credit

Employees who waive all medical coverage through the system will receive an opt out-payment of \$3,500 annually.

2025 / 2026 Benefits at a Glance

September 1, 2025 – August 31, 2026





	D	ental Insurance						
Highlights Highlights								
Delta Dental PPO Delta Dental Premier Non-Participating								
Deductible	\$50 / \$150	\$50 / \$150	\$50 / \$150					
Annual Maximum	\$1,500	\$1,500	\$1,500					
Coverage	Preventive 100% / Basic 90% / Major 60%	Preventive 100% / Basic 90% / Major 60%	Preventive 100% / Basic 90% / Major 60%					
	Bene	efit Costs per Pay						
Employee		\$0.00						
Employee + 1		\$0.00						
Employee + Family		\$0.00						
	vi	sion Insurance						
		Highlights						
Exams		\$10 copa	ý					
Materials		\$10 copa	y					
Benefit Frequency		12 (exams) / 12 (lenses) / 24 (fran	nes) / 12 (contact lenses)					
	Bene	efit Costs per Pay						
Employee \$0.00								
Employee + 1	bloyee + 1 \$0.00							
Employee + Family		\$0.00						

Life and AD&D Insurance			401(k)			
	Basic	Voluntary	401(k)			
Employee Benefit Amount	1 x your annual salary	3 x your annual salary	Eligibility	Permanent employees over the age of 21, on the first of the month following 60 from date of hire		
Employee Benefit Maximum	\$100,000	\$300,000	O Auto Enrollment 3% of your gross pay			
D	isability Insurance					
	Short Term	Long Term	Auto Escalate	Increase by 1% up to 10%		
Benefit Amount	60% up to \$1,500 per week	60% up to \$10,000 per month	Employer Match	3%		
Benefit Duration	13 weeks	Social Security Normal Retirement Age	Employer Contribution	4%		

APPENDIX D (Notice of Verbal Warning)

Teacher Name:	Date	Employer
Representative:		
This is to serve as a record that the Em	nployer or Designee had a verbal	discussion with
the Teacher regarding a matter of conc	cern related to the Teacher's perfo	rmance.
Brief statement of the matter of concern	n:	
		,
Signature of the Teacher		
Signature of the teacher signifies that t	he teacher has viewed this docun	nent and has had
an opportunity to respond verbally to the	nis warning. It does not necessaril	y constitute
agreement.		
Signature of the Employer's representa	ative	

APPENDIX E (Verbal Discussion - Grievance Procedure - Step One)

A meeting to discuss a potential grievance was held on:
People attending the meeting included:
Listing of contract provision(s) allegedly violated and description of the facts, dates and circumstances surrounding the grievance and supporting the grievant's claim:
Remedy requested:
The issue appears to be: Resolved Unresolved
For the Employer
For the Teacher

APPENDIX F (Written Grievance - Grievance Procedure - Step Two)

Date of Filing	
Listing of contract provision(s) allegedly violated:	
9	
Description of the facts, dates and circumstances s	urrounding the grievance and
supporting the grievant's claim:	
Remedy requested:	
<u></u>	
G	rievant Signature
Gr	ievant Printed Name

APPENDIX G (Payroll Schedule)

2025 - 2026		2026 - 2027			2027 - 2028		
Number	Pay Date		Number	Pay Date		Number	Pay Date
1	9/5/25		1	9/4/26		1	9/3/27
2	9/19/25		2	9/18/26		2	9/17/27
3	10/3/25		3	10/2/26		3	10/1/27
4	10/17/25		4	10/16/26		4	10/15/27
5	10/31/25		5	10/30/26		5	10/29/27
6	11/14/25		6	11/13/26		6	11/12/27
7	11/28/25		7	11/27/26		7	11/26/27
8	12/12/25		8	12/11/26		8	12/10/27
9	12/26/25		9	12/25/26		9	12/24/27
10	1/9/26		10	1/8/27		10	1/7/28
11	1/23/26		11	1/22/27		11	1/21/28
12	2/6/26		12	2/5/27		12	2/4/28
13	2/20/26		13	2/19/27		13	2/18/28
14	3/6/26		14	3/5/27		14	3/3/28
15	3/20/26		15	3/19/27		15	3/17/28
16	4/3/26		16	4/2/27		16	3/31/28
17	4/17/26		17	4/16/27		17	4/14/28
18	5/1/26		18	4/30/27		18	4/28/28
19	5/15/26		19	5/14/27		19	5/12/28
20	5/29/26	9	20	5/28/27		20	5/26/28
21	6/12/26	0	21	6/11/27		21	6/9/28
22	6/26/26		22	6/25/27	3	22	6/23/28
23	7/10/26		23	7/9/27		23	7/7/28
24	7/24/26		24	7/23/27		24	7/21/28
25	8/7/26		25	8/6/27		25	8/4/28
26	8/21/26		26	8/20/27		26	8/18/28

^{*} Pay Period is defined as the previous two weeks up to the pay date

^{**}Last pay date for 2024-2025 is 8/22/25