# **MASTER AGREEMENT**

# Between

# CSP MANAGEMENT INC, dba PARTNER SOLUTIONS

and the

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

July 1, 2021 - June 30, 2024

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# **AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022 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, MENNEA 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, employed as teachers by the Employer at West Michigan Academy of Arts and Academics currently located at 17350 Hazel Street, Spring Lake, Michigan, but excluding aides, paraprofessionals, administrators, coordinators, directors, clerical staff, substitute teachers, irregular part-time employees, seasonal or temporary employees, confidential employees, managerial employees, and guards and supervisors as defined in the Act.
- **Section 2.** The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.

### **ARTICLE 2 - Management Rights**

**Section 1.** The Employer, 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 employees 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 employees; 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, quitting 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 employees in accordance with the needs and requirements of West Michigan Academy of Arts and Academics as determined by the Employer. 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.** The Employer shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement.

# **ARTICLE 3 - Seniority**

- **Section 1.** Seniority shall be the length of continuous service from the employee's last date of hire as a teacher assigned by the employer to work at West Michigan Academy of Arts and Academics locations covered by this agreement.
- Section 2. All employees shall be regarded as probationary employees until they have successfully completed four (4) full academic years as teachers at West Michigan Academy of Arts and Academics.
- Section 3. The Seniority list will be maintained by the Employer and shall be made available to the local Union president annually or upon the President's reasonable request. An employee's standing on the posted seniority list will be final unless protested in writing to the Director or Designee not later than thirty (30) calendar days after the lists have been provided to the Union.
- **Section 4.** Employees shall notify the Employer 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 shall be by certified mail or personal delivery. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records. Employees may be required to provide written acknowledgment of any communication from the Employer.
- **Section 5.** The seniority of an employee shall be terminated and employment shall ceasefor any of the following reasons:
  - (a) the employee quits or retires;
  - (b) the employee is discharged under the terms of this Agreement;
  - (c) the employee is absent from work without advising the Employer;
  - (d) the employee fails, within five (5) working days after receipt of the

Employer'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 employee is unable to timely report, and the employee so notifies the Employer within that five (5) working days, in which casethe employee may be granted another five (5) working days to report to work;

- (e) the employee overstays a leave of absence without an acceptable excuse to the Employer;
- (f) a settlement with an employee has been made for total disability or for any other reason, if the settlement waives further employment rights with the Employer;
- (g) the employee is laid off for a continuous period of three (3) years;
- (h) the employee has falsified or misrepresented information on his/her application for employment or as otherwise supplied to the Employer;
- (i) the employee is transferred from the bargaining unit to a non-West Michigan Academy of Arts and Academics assignment.

#### **ARTICLE 4 - Vacancies**

### Section 1. Definitions:

- 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 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 intends to fill with that bargaining unit member when she/he returns from the approved leave or an open position that the Employer fills on a temporary basis for the balance of the school year.

# Section 2. Postings

- A. When a permanent vacancy occurs during the school year, the Employer will publicize the open position by:
  - Posting a copy of the opening, including the grade level to be taught, job description, and location of the opening, in the teachers' lounge or other agreed upon location for no less than five work days prior to filling the position on a permanent basis.
  - Providing an electronic copy of the vacancy notice to the local
     Union President and;
  - Sending an electronic message to the employees' school email addresses.

- 4. Sending an electronic copy to employees on layoff status at their school e-mail address. The employer agrees to maintain the employees' school e-mail address for the period of time they are eligible for recall.
- B. Postings of permanent vacancies which occur outside the regular school year will be sent to current employees to their school e-mail addresses. The Employer will not fill the vacancy on a permanent basis for at least 7 calendar days following the time it sends e-mail notice via the school e-mail system. However, the Employer may post the position and review or interview applicants outside the bargaining unit during that seven calendar day period if the vacancy occurs after July 1.
- C. Teachers who desire to apply for vacant positions shall file their application in writing with the Director or Designee. While the employer 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.
- D. The Employer 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 necessity of a layoff or recall rests solely with the Employer and is not subject to the grievance procedure. Whenever the Employer determines that the layoff of employees is necessary the Employer may layoff bargaining unit employees, as it deems necessary, in the followingmanner:
  - A. The order of layoff will be determined by the Employer based on qualifications, merit and seniority within the groupings of classroom teachers, special education teachers, non-classroom teachers (e.g. Title I or 31(a) funded teachers or other grant funded teachers) and Arts teachers. An employee who is subject to layoff within their grouping, but who has taught within another grouping within the last three (3) calendar years prior to the notice of layoff may "bump" into the grouping within which they previously taught. In such cases they will be considered for retention within that grouping based on the qualifications, merit and seniority as defined within this article.
    - 1. Qualifications shall be determined by the Employer based on successful teaching experience in the grouping or subject being certification. academic maintained. endorsements. employee's major and minor areas of study. Merit shall be determined based on the teachers' evaluations within the last2 years prior to the determination of layoff.
    - 2. Where the Employer finds that qualifications and merit are equal, the Employer will use seniority to determine which employee is laid off in a particular situation.

Section 2. The Employer 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, employees who are laid off will be given an amount equal to their regular monthly compensation. The Employer will provide the Union with documentation supporting its action. If the employer is aware that layoffs will be necessary at the beginning of a subsequent school year it will attempt to provide notice of such action by June1 of the preceding school year.

- **Section 3.** Seniority employees who have been laid off will be recalled to work using the criteria specified in section (1)(A)(1) of this Article.
- Section 4. Employees laid off under this agreement will be recalled prior to hiring from outside the bargaining unit unless the Employer determines that no employee on the recall list is qualified to fill the position. All rights to recall arefor three years following the effective date of the layoff, after which time the employee shall not be entitled to recall rights under this contract.
  - A. Laid-off employees 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' academic 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 employee 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 an employee 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 toanswer 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 employee having a grievance, or an

employee designated by a group of employees, or the association representing a group of employees having a grievance may discuss the grievance with the Director or Designee within 10 days of the occurrence of the incident or ten (10) days of when the employee should have had knowledge of the incident. The employee may be accompanied by a Union representative if the employee so desires. Within ten (10) days of concluding the discussion(s) the Director or Designee will submit the attached form, "Verbal Discussion Documentation" which will indicate the Director/Designees 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 issued after the completion of the Step One meeting. The written grievance will be filed on the Grievance Form attached 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 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 within ten (10) daysafter receiving the Employer's written decision in Step Two. Service of a request for mediation upon the Employer 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 compensationor 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 its customer(s) to decide, it being understood that any matter not set forth remains within the Employer's reserved rights; or (6) consider any matter involving the termination or nonrenewal of any probationary employee, or the discipline of a probationary employeewith less than two (2) years of service at West Michigan Academy of Arts and Academics.

- 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.
- 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 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).
- 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'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 pf 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) employee 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. Employees 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 employee'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 employees shall be considered at-will and the Employer shall have the sole right to discipline, layoff, suspend or terminate probationary employees 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 contractbut will not be included in the employee's formal personnel file but will be otherwise retained by the employer with a copy given to the employee. The Association expressly agrees that maintaining a separate file for these purposes does not impact the employer's ability to use the warning as part of a future disciplinary action and does not negatively affect the employee'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

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;
- 0. The existence of aggravating or mitigating factors.

#### **ARTICLE 8 - Work Schedule**

Section 1. Full time employees shall report at least fifteen (15) minutes before the start of the student day. For example, full time employees shall report at 7:45 am. At 7:50 am employees shall have their doors open to admit and assume responsibility for their students. Student instruction shall begin at 8:00 am. For future years, starting and ending times will be established by the employer after consultation with the association. Except when assigned late dismissal duty by the director or his/her designee, full time employees shall remain in their classrooms until all students within their classroom 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 twenty (20) times per year per employee if practicable. Teachers assigned late dismissal duty are required to remain until 3:45 p.m.

Required attendance at regularly scheduled staff meetings other than parent/teacher meetings (e.g., required faculty, committee, or departmental meetings) outside of the normal work schedule can be scheduled by the administration up to twice per month, 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 will be required to attend Professional Learning Community (PLC) meetings/data meetings at a minimum of once per month. PLC groups can determine meeting time and location, but minutes must be sent to administration. 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. Such meetings will not normally be held during an employee's regularly scheduled prep time, if applicable, more than once per school week. 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 (2<sup>nd</sup>) 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 employees. New employees 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 and the Union will meet annually prior to June 15 with the goal of establishing a mutually agreeable academic calendar for the following school year. If no agreement is reached by June 15, the Employer will provide a calendar. In such a case, the Employer 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 by July 1 prior to the new school year. If days are cancelled due to an Act of God or other reasons not under the control of the Employer, the Employer may schedule make-up days at no additional cost or compensation after consulting with the Union.

- **Section 3.** Employees shall be given a duty-free lunch of at least thirty-five (35) consecutive minutes.
- Section 4. The Employer shall endeavor for all employees 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 employees who will be provided with at least two calendar weeks' notice, and an opportunity to discuss the change with the director or designee except in cases in which the circumstances do not make that reasonably possible.
- Section 5. There shall normally be one parent-teacher conference day 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, employees are required to attend or participate in the following school performances: Graduation, plus at least five (5) other school sponsored events/ performances (such as Art Show, Spring talent show, dance & instrumental concerts, family fun night, school dances, winter performances, sporting events, and PTSO meetings). No Employee

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.

- Section 7. Full time employees 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 employee is excused from monitoring students lunch and/or recess or otherwise not assigned specific duties but does not include the employees' duty free lunch period. The Employer will schedule this non-instructional time evenly throughout the week affording approximately 45 minutes per day per employee which the employer will 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 employee 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 teaching assignment in place of their planning period when the regular teacher is absent and a substitute teacher is not immediately available, will be paid \$25for missed planning period.
- **Section 9.** Teachers who, at the request of the administration, voluntarily accept a teaching assignment in place of their lunch period, will be paid \$10 for lunch coverage and/or for recess coverage.

# ARTICLE 9 - Observation and Evaluation

- Section 1. The evaluation system in place at the time this agreement is ratified is attached as Appendix A 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 annual evaluations of all teachers as outlinedin evaluation law (Public Act 173). All evaluations will be completed by June 30. If the district anticipates that a teacher's evaluation will result in a ratingof less than effective, every reasonable effort will be made to inform the employee prior to May 1. Probationary employees will be observed and evaluated annually according to the 5D+ process.
- Section 3. The evaluation system, 5D+, 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. Within forty five (45) school days from their first reporting day of the school year the administrator or his/her designee shall conference with eachteacher to set Areas of Focus and goals using the Professional Growth Plan. Teachers are responsible for completing the Initial Self-Assessment prior to the conference.

  The self-assessment will be used solely for dialogue and goal setting and willnot be used in any summative evaluations.
- 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 shallnot 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 ratingof less than effective, every reasonable effort will be made to inform the employee prior to May 1.
- **Section 7.** Complaints made by anonymous sources shall not be the basis for discipline, except where the complaint can be verified from at least one other 24 non-anonymous source and the employee is informed of the allegations made and the identity of that person making the complaint.
- Section 8. Complaints made to the Employer by non-anonymous sources that maybe used for disciplinary action shall be reported to the teacher. If the complaint is to appear in the teacher's personnel file, the teacher may attacha signed, written response indicating that she/he has reviewed the information, and supplying a response.
- **Section 9.** If a teacher is rated as highly effective on three (3) consecutive annual year-end evaluations, the Employer may choose to conduct a year-end evaluation biennially instead of annually.

### **ARTICLE 10 - Salaries**

- **Section 1.** The salaries of employees covered by this Agreement are set forth in Appendix A.
- **Section 2.** Employees 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.
  - Employees who work less than 1.0 FTE shall receive a pro-rated salary based on the salary range in effect at the time. The method for calculating pro-rated salaries will be as agreed between the employer 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 employee's annual salary will be divided by twenty-six (26) and be paid that amount biweekly beginning on August 26, 2022.
- **Section 5.** Payment for extra-duty assignments outside the normal load will be paid according to the Schedule "B" for such assignments, which is attached to and incorporated into this Agreement as Appendix B.
  - Except in the case of student council, teachers will be paid for extra duty following the completion of their duties. Student council advisors will be paid one-half (1/2) of their compensation at the end of the first semester and one-half (1/2) at the end of the second semester.
- **Section 6.** Employees will be compensated at \$100 per move for approved timefor moving classrooms in the summer.

Section 7. If at any point the pupil enrollment count of West Michigan Academy of Arts and Academics (the "Academy") declines more than twenty percent (20%) from its Fall 2022 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 Employee staffing and salary levels that are in the best interest of the Association and the Employer 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 employees will be entitled to earn up to ten (10) paid personal leave days per academic year. Part-time employees will receive a prorated amount of paid personal leave days based on the percentage their normal assignment is to afull-time employee.

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

Section 2. Paid leave days under this Article shall be taken in half-day (1/2) day increments and, to the extent possible, scheduled at least two work days in advance. Any employee who is unable to report to work because of sickness shall notify the Director/Designee at least one (1) hour prior to the beginning of his/her regular workday in order to be eligible for paid leave benefits, whenever possible. Any employee needing to take a paid day for reasons other than illness shall seek approval for using a paid day by applying for the day from the Employer at least two (2) weekdays in advance, except if due to unforeseeable circumstances, in order to receive the time off. Paid leave days may only be used to extend a holiday or vacation at the discretion of the Employer with approval by the Director/Designee.

Section 3. Unused paid leave time shall accumulate to a maximum of thirty (30) days from year to year. An additional ten (10) days will be available annually for employees who have accumulated fifteen (15) days by the beginning of the school year in which medical leave is used. The additional ten (10) days may be used only after other accumulated days have been used, and only for the purpose of disability or illness of the employee. The Employer 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. The Employerwill, at the end of each school year, offer to buy back unused paid leave days accrued under this article at \$100 for each day. Such days shall be removed from the employee's sick leave account maintained by the Employer.

### Section 4.

- A. Employees shall also be entitled to bereavement leave, on a day normally scheduled to work, to attend funerals, as follows:
  - Up to five (5) days per incident taken within fourteen (14) days
    of their first use to attend the funeral of a parent, step- parent,
    spouse, child, step-child, sibling, or step sibling; and
  - Up to three (3) days per incident taken within fourteen (14) days of their first use to attend the funeral of a parent-in-law, sibling in-law, grandparent or grandchild.
  - Up to one (1) day per incident to attend the funeral of an aunt or uncle or other person approved by the Employer.
  - B. Proof of funeral attendance may be required by the Employer. The

employee must provide his/her immediate supervisor 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 employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

- Section 5. Employees serving jury duty shall be paid leave for such service. All jury fees received will be signed over to the Employer. Proof of service may be required by the Employer. The employee shall keep the Employer informed as to the service and report to work on days not required to appear in court. Employees who are subpoenaed to testify in a court case related to their employment shall receive paid leave for such time.
- **Section 6.** Adoption leave. Employees shall be granted a leave of absence for up to four (4) weeks for the adoption of a child subject to the following conditions:
  - A. The employee must first use their available paid leave time for the adoption leave.
  - B. Once the employee uses up all of his/her available leave time, the
  - C. Employer will provide a daily stipend equal to 60% of the employee's pre-tax daily rate for the remainder of the adoption leave.

### **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 his/her eligible dependents, subject to the provisions below. Eligible employees must work a regular schedule of 30 or more hours per week. Newly hired employee 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 his/her 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.

Employees may select one of the following health insurance plans,

Option 1: Blue Care Network PCP Focus HMO 1000 (See Appendix C for

benefits coverage)

Option 2: Blue Care Network PCP Focus HMO 2500 (See Appendix C for

benefits coverage)

Option 3: Blue Cross Blue Shield of Michigan PPO 1000 (See Appendix C

for benefits coverage)

Option 4: Blue Cross Blue Shield of Michigan HSA 3500 (See Appendix C

for benefits coverage)

The following insurances will also be provided and fully paid by the Employer:

Life Insurance Insured for salary up to \$100,000 and includes AD&D

Vision VSP Choice Plan

Dental Delta Dental, 100/90/50/50;

\$1,000 annual max; \$50/\$150 deductible

Short-term Disability 60% of salary for up to 26 weeks

Long-term Disability 60% of salary after 180 day waiting period;

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 employee's premium contribution will be payroll deducted, in equal bimonthly amounts from the employee's each paycheck through a qualifiedSection 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 an employee 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 employee 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 1<sup>st</sup> to June 30<sup>th</sup> with an effective date of September 1<sup>st</sup>.

#### **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 without loss
  of seniority to seniority employees.
- 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 Director/Designee upon request.
- Section 3. Military Leave. An employee 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 Director/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 employee involved.
- D. Extensions of a leave of absence granted for reasons of an employee's personal illness or disability may be granted at the discretion of the Employer upon written request by the employee 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 employee 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 elects to waive this provision.
  - C. Such leaves shall be without payroll compensation or benefits (except pursuant to the FMLA) unless the employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the employees.

# ARTICLE 14 - 401(k) Plan

- Section 1. Employees 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. Employees are eligible to join the plan 60 days following their hire date. New hires, starting with their first paycheck, will receive an equivalent of 3% oftheir salary as a bonus, which is equivalent to the safe harbor portion for the first 60 days of employment. After the 60 day waiting period, the employee shall receive the 3% safe harbor in their 401k account. Employees will automatically be in enrolled in the 401(k) plan at 3% deferral, 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 employees hire date the Employer shall contribute 3% (safe-harbor) of each employee's compensation to the employer 401(k) plan. In addition, the Employer shall match employees' contributions to the plan at 100% for the first 4% of each employee's contribution, for a maximum of 7%, including the safe harbor
  - Section 3. Employees' salary deferral and catch-up contributions are 100% vested. The Employer's safe-harbor contributions are 100% vested. The employer's matching contributions will vest 100% upon an employee completing three years of service.
- **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 the Employer, designate five (5) Building Representatives, one for each hallway, 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. 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 the work of other employees.

- **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-employee 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 an employee during the employee's working time unless authorized by the applicable Building Administrator (or designee).

Section 4. The President of the Association and the Director/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 employees will be required to join the union and/or to pay dues for representation by the union unless otherwise permittedby law.

However, an employee 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 employee or group of employees 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 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 agrees not to alter any of the terms of this agreement other than by consent between the employer 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 employees 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, 2024.

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

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

CSP MANAGEMENT INC, dba PARTNER SOLUTIONS

Date: 10/19/2022

### SCHEDULE A

## Salary Schedule 2021-2024:

1. The minimum employee salary shall be:

School Year	ВА
2021-2022	\$40,000
2022-2023	\$40,800
2023-2024	\$41,616

- 2. For 2022-2023, all employees shall receive a two percent (2%) salary increase over their 2021-2022 rates.
- 3. For 2023-2024, all employees shall receive a two percent (2%) increase over their 2022-2023 rates.
- 4. For each year, in addition to the above, all employee's salary will be increased:

Increase in Foundation Allowance over previous year	Additional Salary Increase
+ \$50/student	+ 0.5%
+ \$100/student	+ 1.0%
+ \$150/student	+ 1.5%
+ \$200/student	+ 2.0%
+ \$250/student	+ 2.5%

- 5. All increases mentioned above are conditional on an increase of student foundation allowance. If the student foundation allowance does not increase or is decreased, both parties will meet to reach an agreement on salary adjustments.
- 6. For employees hired prior to Jun 1, 2022, a \$4,000 salary increase shall be granted upon the completion of a masters degree.
- 7. For employees hired on or after June 1, 2022, a \$2,000 salary increase shall be granted upon completion of a masters degree plus an additional \$2,000 one-time payment.
- 8. Years of experience credit shall be \$400/year up to five (5) years upon initial employment.

#### **SCHEDULE B**

All positions contained in this appendix will be filled at the discretion of the Employer. The Employer retains the rights to fill or not fill any position with a bargaining unit member, or to utilize volunteers from outside the bargaining unit to fill a position.

Committee Membership (BSIT and PBIS) 1% of annual salary

Lunch/Recess Duty \$400 per quarter or \$10 per day

Missed Planning Period \$25 per missed planning period

Student Council \$500 per year

Middle School Overnight Trips:

Camp \$250 for the trip

Mackinac \$175 for the trip

Kindergarten Screening/Round Up \$125

Mentoring \$125 per mentee

Coaching:

Basketball 2.5% of annual salary

Cross Country 2.5% of annual salary

Volleyball 2.5% of annual salary

Other Sports (as agreed upon by the Director and Athletic Director)

2.0% - 2.5% of annual salary

## Arts Program:

Leader/s of Elementary Concert \$50

Leader/s of Middle School Concert \$100

Leader/s of Visual Arts Shows \$100

Middle School – Dance for Change \$200

### Middle School Theater Productions:

(Breakdown of payments will be determined by the School Director and Show Director before show begins production, based on personnel needed.

Musical (Meet in December) \$4,500

Director

**Vocal Director** 

Choreographer

Props/Scenic Director

Costumes

Fall Play (Meet in May) \$1,250

Director

Back Stage

Props/Scenic Director

# **Medical Insurance**

Partner Solutions will provide multiple health plan options for the 2021-2022 plan year. There are two HMO plan options that include Network Benefits Only. There are also two PPO Plan Options. Please see the summary below and on the following page. Please refer to the summary plan description for complete plan details.

Employees who waive all medical coverage through the system will receive an opt out payment of \$3,500 annually deposited on a per pay basis. Opt out payments are prorated based on effective date. Employees enrolled in Partner Solutions medical plan through a family member are not eligible for the opt out payment for that plan.

50 1 12 N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Blue Care Network	Blue Care Network	
	PCP Focus HMO 1000	PCP Focus HMO 2500	
Benefits Coverage	Network Only	Network Only	
Annual Deductible			
Individual	\$1,000	\$2,500	
Family	\$2,000	\$5,000	
Coinsurance	0%	20%	
Maximum Out-of-Pocket	THE STATE OF THE PARTY OF		
Individual	\$5,500	\$5,500	
Family	\$11,000	\$11,000	
Physician Office Visit	A STATE OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRES		
Primary Care	\$20 copay	\$30 copay	
Specialty Care	\$40 copay	\$60 copay	
Preventive Care			
Adult Periodic Exams	Covered in full	Covered in full	
Well-Child Care	Covered in full	Covered in full	
Diagnostic Services			
X-ray and Lab Tests	0% after deductible	20% after deductible	
Complex Radiology	0% after deductible	20% after deductible	
Urgent Care Facility	\$40 copay	\$60 copay	
Emergency Room Facility Charges	\$150 waived if admitted	\$250 waived if admitted	
Inpatient Facility Charges	0% after deductible	20% after deductible	
Outpatient Facility/Surgical Charges	0% after deductible	20% after deductible	
Mental Health		Section 1. A Section 2. A Section 2.	
Inpatient	0% after deductible	20% after deductible	
Outpatient	\$20 copay	\$30 copay	
Substance Abuse	LANCE TOWNS OF STREET	CHARLES IN THE RESERVE OF	
Inpatient	0% after deductible	20% after deductible	
Outpatient	\$20 copay	\$30 copay	
Other Services			
Chiropractic	\$40 up to 30 visits referral required	\$60 up to 30 visits referral required	
Retail Pharmacy (30 Day Supply)	ALCOHOLOGICAL TERRITORISMENT OF THE SECOND STATE OF THE SECOND SE		
Generic (Tier 1)	\$10 copay	\$10 copay	
Preferred (Tier 2)	\$40 copay	\$40 copay	
Non-Preferred (Tier 3)	\$80 copay	\$80 copay	
Preferred Specialty (Tier 4)	20% up to \$100 maximum	20% up to \$100 maximum	
Non-Preferred Specialty (Tier 5	20% up to \$200 maximum	20% up to \$200 maximum	
Mail Order Pharmacy (90 Day Supply)			
Generic (Tier 1)	\$20 copay	\$20 copay	
Preferred (Tier 2)	\$80 copay	\$80 copay	
Non-Preferred (Tier 3)	\$160 copay	\$160 copay	

	BCBS of Michigan PPO 1000		BCBS of Michigan HSA 3500	
Benefits Coverage	In-Network Benefits	Out-of Network Benefits	In-Network Benefits	Out-of-Network Benefits
Annual Deductible	SECRETAL SECTION AND ADDRESS OF THE PARTY OF			SANCE OF THE PARTY
Individual	\$1,000	\$2,000	\$3,500	\$7,000
Family	\$2,000	\$4,000	\$7,000	\$14,000
Coinsurance	10%	30%	0%	20%
Maximum Out-of-Pocket	La Sidon Region	PROPERTY OF THE PARTY OF THE PA	1.795	
Individual	\$6,350	12,700	\$6,350	\$12,700
Family	\$12,700	\$25,400	\$12,700	\$25,400
Physician Office Visit	THE PARTY OF	ATTEON STREET	STATE OF THE PARTY	NEW COLUMN
Primary Care	\$30 copay	30% after deductible	0% after deductible	20% after deductible
Specialty Care	\$30 copay	30% after deductible	0% after deductible	20% after deductible
Preventive Care	TRUMPING BUT BUT		English and the same	THE RESERVE
Adult Periodic Exams	Covered in full	Not covered	Covered in full	Not covered
Well-Child Care	Covered in full	Not covered	Covered in full	Not covered
Diagnostic Services	OOVERED III TUII	THOUGOVERED	OOVERED IN TAIL	
X-ray and Lab Tests	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Complex Radiology	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Urgent Care Facility	\$30 copay	30% after deductible	0% after deductible	20% after deductible
Emergency Room Facility Charges		\$250 waived if admitted	0% after deductible	20% after deductible
Inpatient Facility Charges	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Outpatient Facility and Surgical Charges	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Mental Health	TANK A DATE OF	SERVICE AND A SE	I RESULT VIEWS	TO LESS MESTRES
Inpatient	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Outpatient	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Substance Abuse	PERSONAL PROPERTY AND ADDRESS.			
Inpatient	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Outpatient	10% after deductible	30% after deductible	0% after deductible	20% after deductible
Other Services	10% artor adadotion	The state of the s		THE PERSON NAMED IN
Chiropractic	\$30 up to 24 visits	30% after deductible up to 24 visits	0% after deductible up to 12 visits	20% after deductible up
Retail Pharmacy (30 Day Supply			LA STATE OF	STEPPLEMENT
Generic (Tier 1)	\$10 copay	\$10 copay plus 25%	\$10 copay	\$10 copay plus 25%
Preferred (Tier 2)	\$40 copay	\$40 copay plus 25%	\$40 copay	\$40 copay plus 25%
Non-Preferred (Tier 3)	\$80 copay	\$80 copay plus 25%	\$80 copay	\$80 copay plus 25%
Preferred Specialty (Tier 4)	15% up to \$150 maximum	15% up to \$150 maximum Plus 25%	15% up to \$150 maximum	15% up to \$150 maximum Plus 25%
Non-Preferred Specialty (Tier 5	25% up to \$300 maximum	25% up to \$300 maximum plus 25%	25% up to \$300 maximum	25% up to \$300 maximum plus 25%
Mail Order Pharmacy (90 Day S	upply)			
Generic (Tier 1)	\$20 copay	Not covered	\$20 copay	Not covered
Preferred (Tier 2)	\$80 copay	Not covered	\$80 copay	Not covered
Non-Preferred (Tier 3)	\$160 copay	Not covered	\$160 copay	Not covered

Please note: All deductibles and out-of-pocket amounts accumulate based on a calendar year (January thru December).

## **NOTICE OF VERBAL WARNING**

Employee Name
Employer Representative
Date
This is to serve as a record that the Employer had a verbal discussion with the
Employee regarding a matter of concern related to the Employee's performance.
Brief statement of the matter of concern:
Signature of the Employee
Signature of the employee signifies that the employee has viewed this document and has had
an opportunity to respond verbally to this warning. It does not necessarily constitute
agreement.
Signature of the Employer's representative 46

# **Grievance Procedure, Step 1, Verbal Discussion**

A meeting to discuss a potential grievance was held on		
People attending the meeting included		
The issue appears to be Resolved Unresolved		
Date		
For the Employer		
;		

For the Employee

# **Grievance Procedure Step Two - Written Grievance**

Date of Filing
Listing of contract provision(s) allegedly violated:
Description of the facts, dates and circumstances surrounding the grievance and
supporting the grievant's claim:
Remedy requested:
Grievant Signature and Printed Name