

EASTERN UPPER PENINSULA
INTERMEDIATE SCHOOL DISTRICT

CONTRACTUAL AGREEMENT

2024-2027

Between:

The Eastern Upper Peninsula Intermediate
School District Board of Education

and

The Eastern Upper Peninsula Intermediate
School District Educational Support
Professional Association

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AGREEMENT

This agreement is entered on this 1st day of July 2024, between the Eastern Upper Peninsula Intermediate School District (hereinafter referred to as the "Employer"), and the Eastern Upper Peninsula Intermediate School District Educational Support Professional, affiliated with Michigan Education Association, (hereinafter referred to as the "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employee's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining unit described below:

"All regular full-time and regular part-time non-teaching, and paraprofessional employees and special education bus drivers and special education bus aides and early childhood assistant teachers of the Eastern Upper Peninsula Intermediate School District, but excluding teachers, supervisors, confidential employees, and employees whose work assignment is the Central Office of the EUPISD."

ARTICLE 2 - ASSOCIATION SECURITY (AGENCY SHOP)

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association may continue membership in the Association.
- B. Employees covered by this Agreement who are not members of the Association at the time it becomes effective may become members of the Association.
- C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may become members of the Association.
- D. The Association agrees to hold the employer harmless in the event of suit, claim, liability or damage for any proper execution of this article or section.

ARTICLE 3 - NO STRIKE CLAUSE

The Association agrees that it will not directly engage in, or assist in, any strike or work stoppage during the terms of this Agreement.

ARTICLE 4 - ASSOCIATION REPRESENTATION

- A. Representatives, Alternate Representatives, and Unit President: The Employees covered by this Agreement will be represented by one Representative at each operating work site. The Association shall have the exclusive right to designate said Representatives and shall designate at least one (1) Representative to each operating work site.
- B. The Employer will be notified of the names of the Representatives and alternate Representatives who would serve only in the absence of a regular Representative.
- C. The Representatives or Unit President during their working hours, without loss of time or pay, may present grievances to the Employer during working hours.
- D. Association Bargaining Committee:
 - 1. All bargaining by the parties shall commence at a mutually agreeable time.
 - 2. If the Employer mutually agrees to meet with the Association during working hours, the Bargaining Committee members of the unit will not lose wages.
- E. To better represent those covered by this agreement, union leadership and administration will meet on a regular basis to establish practices that provide the highest quality program to students while ensuring the safety and well being of staff.

ARTICLE 5 - SPECIAL CONFERENCE

- A. Special conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two representatives of the Association and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. This conference may be attended by representatives of the Michigan Education Association.
- B. The Association representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary employee.
 2. Any matter not specifically referred to in this agreement for which there is recourse under state or federal statutes.
- B. The Association shall handle grievances when requested by the grievant. The Board hereby designates the employee's immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or their designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean scheduled work days.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. A copy of the grievance form will be included as Appendix G to this Agreement.
- F. Level One: A grievant and their Association representative alleging a violation of the expressed provisions of this contract shall within ten (10) days of when the employee knew or should have known of the occurrence orally discuss the grievance with the immediate supervisor or their designee in an attempt to resolve same. The Association representative may have 15 minutes per occurrence, with supervisor approval, to investigate the alleged violation at Level One only.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

- G. Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. The Superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance; the Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor, and place a copy of same in a permanent file in their office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.

- H. Level Three: A copy of the written grievance shall be filed with the Board or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. The Superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance. The Board or their designated agent shall arrange a meeting within 20 days with the grievant and/or the designated Association representative, to discuss the grievance.

Within five (5) working days of the discussion, the Board or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor, the Superintendent, and place a copy of same in a permanent file in the Board office.

If the decision is unsatisfactory to the Association, the Association shall within ten (10) days of the discussion appeal same to Level Four.

- I. Level Four: Individual grievants shall not have the right to process a grievance at Level Four:
1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for mediation to the Michigan Employment Relations Commission, in writing, and request the appointment of a mediator to hear the grievance.
 2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the mediation session not previously raised or disclosed to the other party.
 3. Neither party shall be bound by the mediator's decision or recommendation, however, the purpose and intent of the parties is to encourage to the fullest degree friendly and cooperative relations among all employees.

ARTICLE 7 - PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which their seniority and qualifications entitle them, and a written notice of their claim is filed within ten (10) days of when the employee knew or should have known that the Employer first failed to give them such work, the Employer will reimburse them for the earnings they lost through failure to give them such work.

ARTICLE 8 - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages, plus interest, the employee would otherwise have earned.

For the purpose of determining the amount of interest paid, the Employer will use the average interest rate being paid by three local banks for regular savings accounts.

ARTICLE 9 - PROGRESSIVE DISCIPLINE; DISCHARGE

- A. The parties agree to a progressive course of discipline for just cause beginning with oral counseling up to and including discharge for cause. Management will determine the severity of the infraction and will apply discipline at the proper level up to discharge for blatant infractions of operational procedures or rules.

- B. Notice of Discharge and/or Suspension

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and their Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

- C. The discharged or suspended employee will be allowed up to one-half (1/2) hour to discuss his discharge or suspension with his Representative. The Employer will make available a meeting room at a mutually agreeable time and date for the discussion at the employee's request.

- D. Appeal of Discharge or Suspension

Should the discharged or suspended employee and/or the Representative consider the discharge or suspension to be improper, it shall be submitted to the Level Three of the grievance procedure.

- E. Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior reprimands which occurred more than three (3) years previously and/or any prior suspensions which occurred more than five (5) years previously.

- F. An employee who accumulates three no show absences during a single school year without calling in will be terminated unless an absence is excused by the Superintendent for an extenuating circumstance.

ARTICLE 10 - SENIORITY (PROBATIONARY EMPLOYEES)

- A. New employees hired in the unit shall be considered as probationary employees for the first year of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one year prior to the day the probation is completed. There shall be no seniority among probationary employees.

- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Association activity.

- C. Seniority shall be on a bargaining unit basis, in accordance with the employee's last

date of hire.

ARTICLE 11 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter President with lists upon request.
- D. Bus drivers and non-instructional bus aides will transfer seniority and accumulated sick and personal business leave from immediately previous local districts to EUPISD only when those services are transferred to the EUPISD and shall be subject to any maximum accruals in place at that time. This transfer does not include annual leave or vacation days. External hires are not eligible to transfer any leave time or seniority.
- E. Seniority is allowed within job classification only. Seniority between classroom aide, early childhood assistant teacher, bus aide, and bus driver is not a condition of this contract.

ARTICLE 12 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- A. He quits.
- B. He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Seniority will end two calendar years (730 days) from the layoff date and the employee's name will be removed from the list.

ARTICLE 13 - LAYOFF DEFINED

- A. The word "layoff" means a reduction in the work force due to a decrease of work or reduction in financial resources.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper

Association representatives at least four (4) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work location.

- C. When layoff takes place, employees not entered on the seniority list shall be laid off first. Seniority does imply bumping privileges to a position when an employee is qualified or may become qualified within a four-week trial period. Thereafter, employees having seniority shall be laid off in the reverse order of their seniority, i.e. the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff.
- E. There will be no scheduled overtime in excess of seven (7) continuous work days if there is an employee who is laid off and who is qualified to perform the work assignment.
- F. In cases beyond the control of the board, the time limits are waived. A special conference shall be scheduled within twenty-four (24) hours to discuss such case.

ARTICLE 14 - RECALL PROCEDURE

- A. When the work force is increased after a layoff, employees will be recalled according to seniority, with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.
- B. Recall to Temporary Positions

Senior employees on layoff, recalled to TEMPORARY POSITIONS of five (5) or more consecutive days, will be paid at the current contract rate of pay. Seniority will be accrued by the employee during the TEMPORARY recall.

When an employee is on a TEMPORARY recall, the Employer is not required to give two (2) weeks layoff notice as noted in Educational Support Personnel Contract, Article 15, LAYOFF DEFINED, Section D.

Recall of eligible employees for TEMPORARY POSITIONS shall be by seniority and shall occur when the opening is expected to be five (5) or more consecutive days. Employees will be removed from the recall list if they fail to accept an offered temporary position or after one calendar year from layoff date.

ARTICLE 15 - TRANSFERS

- A. Transfer of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in

this Agreement.

- B. Involuntary Transfer: The parties agree that involuntary transfers of bargaining unit members are to be affected only after a prior meeting with ESP.
- C. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority and qualifications, desire, and classifications. Location exchange will be allowed if available.

ARTICLE 16 - JOB POSTINGS AND BIDDING PROCEDURES

- A. All permanent vacancies and newly-created positions within the bargaining unit shall be posted in each worksite and a copy sent to each worksite representative and the Association President within seven (7) working days prior to filling of the vacancies. All permanent vacancies or newly-created permanent positions within the bargaining unit shall be filled on the basis of qualifications and seniority. The vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Lateral transfers not involving a raise in pay will be made only with prior approval of the Employer. Employees interested shall apply in writing within the seven (7) calendar days posting period. The senior employee applying for the position who meets the minimum requirements may be granted up to a 30-calendar day trial period to determine their ability to perform the job.
- B. The job shall be awarded or denied after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing, to the employee and the employee's Representative. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Association President and worksite representatives with a copy of each job posting at the same time the postings are posted on the bulletin boards at each worksite.
- C. During the trial period, the employee shall have the opportunity to revert back to their former classification. If the Employer determines that the employee is unsatisfactory in the new position, the employee will revert back to their previous classification. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- D. During the trial period, employees will receive the rate of the job they are performing.
- E. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- F. In the event no-one bids on said posting, the Employer will make a good faith effort to fill the vacancy within thirty (30) working days.

ARTICLE 17 - VETERANS, Reinstatement of

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations, concerning the re-employment rights of veterans.

ARTICLE 18 - NATIONAL GUARD OR RESERVE LEAVE

Employees who are in some branch of the Armed Forces Reserve or the National Guard shall receive upon request, a maximum of two weeks per year unpaid active duty leave. Additional leave may be granted by the Employer in cases of emergency. Fringe benefits shall not be terminated during these approved leaves. Except in cases of emergency, the Employer shall be notified with a copy of the orders fourteen (14) calendar days prior to commencement of leave.

ARTICLE 19 - UNPAID LEAVES OF ABSENCES

- A. Upon written application, leaves of absences for periods not to exceed one (1) year of consecutive work days shall be granted, in writing, within ten (10) working days.
1. Serving in any elected or appointed position, public or Association.
 2. Maternity leave.

Such leave may be extended for like cause.

- B. Upon written application, leaves of absences for periods not to exceed one (1) year of consecutive leave days may be granted, in writing, within ten (10) days of the receipt of the written application, for:
1. Illness leave (physical or mental)
 2. Prolonged illness in immediate family
 3. Education leave in work-related area

Such leave may be extended for like cause.

- C. Employees shall have seniority frozen while on any unpaid leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted or to a position to which their seniority entitles them.
- D. Fringes will be continued as provided by COBRA on the group plan provided the employee pays the cost of the fringes.
- E. An employee who is unable to work because of illness or disability and who has exhausted all sick leave, shall be granted a leave of absence without pay for a period of time, not to exceed one year, which will enable the employee sufficient time to regain the necessary health to permit them to return to work.
- F. Upon the recommendation of the Superintendent, a written request for extended leave beyond one year will be considered by the Board, and, at the discretion of the Board, may be renewed.
- G. Upon return to work, the employee shall be returned to the former position held, or if unavailable, to a comparable assignment for which the person is qualified.
- H. This article does not cover injuries covered under Worker's Compensation Law.

- I. All ESP employees out on an unpaid leave of absence shall not receive any holiday break pay.
- J. The employer shall be held harmless for any financial obligations arising from untimely requests or procedures.

ARTICLE 20 - RATES FOR NEW JOBS

When a job is created, the Employer will notify the local Association President of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 21 - COURT APPEARANCE

An employee who is called and appears for jury selection or duty or is subpoenaed and appears in court for a school-related court action shall be paid their full daily rate, if they submit any court paid stipend to the EUPISD. Any pay for mileage or meals by the court shall be excluded as part of the regular court payment.

ARTICLE 22 - WORKER'S COMPENSATION (on-the-job injury)

Each employee will be covered by applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, if requested by the employee in writing, in addition to their Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and their regular weekly income by using the employee's accumulated sick leave until sick leave accumulation is exhausted. Sick leave will be utilized on a pro-rata basis. Seniority will accumulate during worker's compensation eligibility unless Article 15 provisions apply.

Employees are required to file claim forms within 14 calendar days of an injury or illness that has possible worker's compensation eligibility. Employees must submit an accident report to their supervisor within 24 hours of a work-related injury or illness.

ARTICLE 23 - WORKING HOURS

A. Work Day and Hours of Work:

1. Learning Center Instructional Aides and Early Childhood Assistant Teachers: Will be assigned up to 7.5 hours of work per day Monday-Friday during scheduled pupil instruction days according to approved calendar. The work day shall begin no earlier than 6:30 a.m. and shall end no later than 6:30 p.m. with up to a one half-hour paid lunch break. The assignment of instructional aides during these work hours will not require aides to work a split shift.
2. Special Education Bus Drivers and Bus Aides: Working hours for special education bus drivers and bus aides may start as early as 5:00 a.m. and may be as late as 6:00 p.m.
3. Virtual Therapy Aides: Will be assigned up to 7.5 hours of work per day Monday-

Friday during scheduled pupil instruction days according to approved calendar. The work day shall begin no earlier than 6:30 a.m. and shall end no later than 6:30 p.m. with up to a one half-hour unpaid lunch break. The assignment of instructional aides during these work hours will not require aides to work a split shift.

- B. The workweek shall be Monday through Friday.
- C. Transportation employees may take one, 15-minute break for shifts totaling 3-6 hours and two, 15-minute breaks for shifts six or more hours in length as scheduled by the supervisor.
- D. Instructional Aides will have one paid 30-minute lunch break.
 - 1. Those employees that work both as bus and instructional aides (more than 9 hours daily) will be allowed to take two 15-minute breaks each day, in addition to the 30-minute lunch break. The actual time of those breaks will be determined by the aide and the classroom teacher.
- E. An employee reporting in on special call outside their normal assigned work day shall be guaranteed a minimum two (2) hours pay if the additional time is not at/during the end of a shift. If the employee exceeds 40 hours of work that workweek, the pay shall be at time and one-half. Employees who report for normally scheduled work and that work is canceled shall be guaranteed two (2) hours pay.
- F. In the event school is canceled or the school day is shortened because of inclement weather, illness, or other unscheduled condition, employees shall suffer no loss of pay provided the day is forgiven by the State of Michigan. To clarify, if/when a personal or sick day is scheduled and school is closed for the entire day, then employee will suffer no loss of leave time. If school is cancelled/dismissed early (i.e. 11:00 a.m.) or has a delayed start and employee is off for personal or sick leave, then use of leave time as scheduled for that day would apply.
- G. Classroom assignments shall be made by May 31. Employees will be notified of their classroom assignments by the last day of the school year.

ARTICLE 24 - SICK LEAVE - PERSONAL LEAVE

- A. Employees shall earn sick leave at the rate of 12 days per year. To be prorated if employee does not work the entire school year.
 - 1. Employees working the full year (at least 180 days) shall be granted five (5) days in September and one (1) day each month October – April. Employees working less than the full year will have sick leave prorated at .065 per day worked.
- B. Any employee contracting the usual childhood diseases (to include mumps, measles, chicken pox, hepatitis, head lice, pink eye, scabies, and staphylococcus), while on the job, shall not be charged sick leave time nor shall they suffer loss of pay from such absences resulting therefrom.
- C. An employee absent for more than three (3) consecutive days may be required to present a doctor's certificate which certifies that the employee is able to resume

assigned duties.

- D. Sick leave shall be used for personal illness, maternity or pregnancy-related absences, or illness of any other person living and making his/her home in the employee's household or immediate family.
- E. Employees shall earn personal leave at the rate of three days per year (prorated for partial year worked). The leave days are to be requested in half-day increments at least three (3) days prior to use provided that a substitute is available and no more than 10% of the staff may be on personal leave at any one time. Personal leave will not be approved two days prior to or two days after a scheduled break unless pre-approved by Supervisor. In proper cases, exceptions may be made. Employees may accrue up to six (6) personal days. Days beyond maximum accrual shall be applied to accumulated sick leave days. Summer school employees shall earn .0417 personal leave per day worked. Paid personal days may be scheduled on days school is not in session.
- F. Severance Pay upon Retirement
 - 1. Seven years continuous service to the EUPISD is required
 - 2. Evidence of MPSERS enrollment must be provided
 - 3. Up to 80 accumulated unused sick days will be paid out at \$45 per day following the last pay and the last day of work

ARTICLE 25 - BEREAVEMENT LEAVE

- A. Each employee shall be granted up to three (3) days leave per incident of bereavement leave for an immediate family member or for a person having lived in the employee's household for one calendar year or more before death.
- B. Immediate family shall be defined as: spouse, child, sibling, grandparent, grandchild, parent, father-in-law, mother-in-law, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any other relative or non-relative living and making his/her home in the employee's household. One day shall be available to the primary service provider for the death of a student.
- C. An additional two (2) days and/or expansion of the definition of the immediate family may be granted by the superintendent on a case-by-case basis.

ARTICLE 26 - TIME AND ONE-HALF

Time and one-half will be paid for all hours worked in excess of 40 hours per work week and for all hours worked in excess of eight (8) hours per day.

ARTICLE 27 – OTHER PAID LEAVE

- A. All ESP regular school year employees will receive the following seven paid days off during the school year if they work the day immediately preceding and immediately following the break.
 - December/January holiday break – 4 days

- Thanksgiving break – 2 days
- Spring Break – 1 day
- 1. Exception: If an employee is absent for an unanticipated absence immediately preceding or following the break, they may receive holiday pay only if a doctor's note is provided.
- B. All ESP employees out on an unpaid leave of absence shall not receive any holiday pay.

ARTICLE 28 - COMPUTATION OF BENEFITS

- A. Benefits will be based on regularly scheduled work hours. Purchased fringe benefits require completed applications and acceptance by the insurance carrier.
- B. Benefits will be pro-rated if less than a full year is worked.

ARTICLE 29 - FRINGE BENEFITS

Section 1: Hospitalization

- A. Employer will provide the state-mandated maximum levels of funding for medical care for full-time employees. Full-time is defined as working a minimum of 6.5 hours per day, during the regular days of instruction according to the approved calendar, or as defined by the State of Michigan. Regular part-time employees working at least twenty (20) hours per week, but less than full-time, will be allowed to pay a prorated amount of the premium, if desired.

The ESP will select the Health Insurance Options for the group annually upon expiration of Appendix I - the Upper Peninsula Area Purchasing Agreement (UPAPA) letter of agreement. At least one of the options will meet the ACA requirements of coverage and affordability. The coverages under the UPAPA shall include all MESSA health insurance riders that do not increase the cost of the premium.

Employer annual contributions to medical care for eligible full-time employees will be the state mandated hard cap, adjusted annually in January each year.

- B. Any additional premium above the cap will be deducted from the employees' pay during the 20 pay periods of the normal school year.
- C. Employee will not be eligible for internal double coverage.
- D. The employer shall continue all insurance coverage for employees on layoff for a period of sixty (60) days.
- E. The Board reserves the right to implement an alternative program when a carrier is identified that equals or exceeds the present carrier's benefits and is approved by the Association president and two Association representatives.

Section 2: Self-Funded: Vision

Vision - exam and corrective lens or frames one time/year. Subject to: Exam -
 up to \$75
 Single Vision - up to \$84
 Bifocal - up to \$100

Trifocal - up to \$120
Lenticular - up to \$108
Prescription contact lens - up to \$200
Cosmetic contact lens – up to \$200
Frames - up to \$150

Section 3: Self-Funded: Dental

- A. The Board shall provide dental insurance for all full-time employees and their eligible dependents through the Board's approved carrier. The program shall include Basic and Major Services.
- B. Basic coverage has a \$50 lifetime deductible per individual and pays 80% with an increasing 10% for two years, provided all conditions of the service agreement are met.
- C. Major Services has a \$50 annual deductible per individual and pays 80% of coverages outlined in the service agreement.
- D. The maximum payout per eligible individual is \$1,500 for covered class I, II, and III services.
- E. Class IV services will be paid at 80% with a maximum lifetime payout of \$1,500 per eligible individual.

Section 4: Life Insurance

- A. The Board shall provide each full-time employee with \$50,000 term group insurance. Coverage will be effective immediately upon active employment and terminate upon resignation or release date.
- B. Regular part-time employees working at least twenty (20) hours per week, but less than full-time, will be allowed to pay the balance of premium and be covered, if desired. Employee dependent coverage will be allowed, at employee expense, to the limits specified by the company.

Section 5: Non-Participating Employees

- A. Employees voluntarily electing to not participate in the board-paid hospitalization, medical plan identified in Section 1 above, shall be eligible for option insurance/ annuity programs allowed by IRS Section 125 Cafeteria Provisions or a cash payment. Employee-initiated, signed applications must be submitted to the Business Office by the 20th of the month for the benefit to begin the first of the succeeding month.

Monthly option amounts shall be \$360 for members hired prior to July 1, 2013.
Monthly option amounts shall be \$300 for members hired after July 1, 2013. New hires after July 1, 2018 when both spouses are employed by the Board, either one may choose to carry health insurance, and the other is not eligible for the "in lieu of" monies.

Section 6: Long-Term Disability

The Board shall provide, without cost to the bargaining unit member, MESSA Long-Term

Disability or equivalent coverage as described below.

Benefit Percentage	66 2/3%
Maximum Monthly Income Benefit	\$5,000.00
Waiting Period	90 CDSW
Alcoholism/Drug Abuse Waiver	YES
Mental/Nervous Waiver	YES
Offset of Other Income	Family
Own Occupation	2 years
Minimum Payout	5%
Survivor Income Monthly Benefit	NO
Pre-Existing Condition Waiver	YES
Educational Supplement Program	NO
Freeze on Offsets	NO
Maternity Coverage	Standard
Cost of Living Adjustment	NO
Rehabilitation Benefits	Standard

ARTICLE 30 - CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference held not less than four (4) weeks before the implementation of such consolidation or elimination of jobs.

ARTICLE 31 - WORK PERFORMED BY SUPERVISORS

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen absence or circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

This Article shall not apply to certified teachers while working with bargaining unit personnel.

ARTICLE 32 - DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 33 - NEGOTIATION PROCEDURES

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each

agrees that the other shall not be obligated, to bargain collectively, with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 34 - EMPLOYER RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to discipline, hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, (if above the employee's classification, such assignments will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and lay-off and recall provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes or carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, building or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
12. If the employee violates the rules, regulations of the district not in conflict with this Agreement, the Board reserves the right to impose discipline for these alleged violations.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by expressed provision of this Agreement.

Nothing contained in this Article, or any Section shall be construed or interpreted to modify or abridge the Association's right to negotiate wages, hours, or other conditions of employment under Public Act 379 notwithstanding any other provision of this Agreement.

ARTICLE 35 - ASSOCIATION BUSINESS

- A. The Association and its members shall have the right to use a designated room at the Service Center for their meetings, outside of regular hours, upon notification and approval of the Superintendent or their designee, at least 24 hours in advance.
- B. To conduct business the Association may use three (3) days, two (2) paid days and one (1) unpaid day for Association officers or delegates to attend Union state or regional designated training sessions. Requests shall be made three days in advance for administrative approval.

ARTICLE 36 - SPECIAL EDUCATION BUS DRIVERS AND BUS AIDES

- A. Pre-trip time (maintenance/fueling/cleaning): Each driver is to be responsible for the general appearance of their assigned bus. Each bus driver shall be paid 30 minutes per day to perform bus safety check, corresponding paperwork, minor maintenance, fueling the bus, cleaning the bus, and warming the bus. This time is to include above and beyond extra time taken with school and/or parent requirements, special requests, and meetings with teachers/staff. Additional time may be paid as determined by the supervisor.
- B. Full-time bus drivers shall be reimbursed the cost of renewing an existing chauffeurs' license with proper bus driving endorsements upon presentation of receipt to the Central Office.
- C. Physical exams, completed at an approved site, as required by law for all bus drivers, shall be paid in full by the Board upon presentation of receipts to the Central Office.

- D. Continuing education for bus drivers shall be paid at the regular hourly rate as specified in the Pupil Transportation Act, Section 257.1851.
- E. In-service days that require bus driver and bus aide participation shall be billed at the normal hourly rate for the amount of hours normally worked in a day, not to be less than 6.5 hours. If in-service days do not require bus driver or bus aide attendance and shorten the work week, then this group would be allowed to apply personal leave time in order to be compensated for a usual work week. For example, if an in-service is added to the schedule resulting in less student days than originally scheduled, this section would apply.
- F. For bus runs in excess of regular runs, i.e.: field trips, bus drivers will be compensated, and bus aides will be compensated at the regular rate while driving and \$15 per hour while standing and will be onsite to assist with student supervision and be prepared for an early departure.
- G. Extra trips will be assigned on a rotating and seniority basis for bus drivers and bus aides, if needed, within their respective work locations. If no driver or aide from the respective work location is available, then other work locations will be offered the trip. In order for a regular driver/aide to be assigned to extra trips, a qualified substitute must be available for the regularly assigned run.
- H. If known in advance that a driver and/or bus aide temporarily is not needed for a run, they will have the option of using Personal Leave to maintain their regular hours of pay or they may request other work from their special education supervisor and work will be provided. This work could be basic general cleaning of the bus or covering a different run or assisting in the building special education program.

ARTICLE 37 - NEW EDUCATION ASSISTANCE

1. Each employee shall be granted up to \$500 per credit hour reimbursement, not to exceed nine (9) credit hours per year, for courses related to employee's current job description and completed for credit. All courses must be begun and completed during employment by the district. Any request for reimbursement must be submitted within 60 days of the course completion. The employee agrees to remain employed with the district for at least 12 months. If employment is terminated by will of the employee or the EUPISD (excluding layoff or position elimination) prior to the completion of the 12-months after reimbursement, a pro-rated portion of the reimbursement amount will be paid back to the EUPISD.
2. The administration shall provide a determination of job-relatedness in a pre-approval application.
3. This payment shall not become a part of the salary schedule.

ARTICLE 38 - DURATION

This Agreement shall be effective July 1, 2024 and continue in full force and effect until June 30, 2027.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be part of the Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, Michigan Education Association, 1301 S. US Highway 131, Suite 1, Petoskey, MI 49770; and if to the Employer, addressed to Eastern Upper Peninsula Intermediate School District, 315 Armory Place, Sault Ste. Marie, Michigan 49783; or to any such address as the Union or the Employer may make available to each other.

In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

Patti Weinreis

President of the Board

[Signature]

Superintendent

[Signature]

Association President of the Union

Amy Miller

Secretary of the Union

ARTICLE 40 - APPENDICES

The following appendices are incorporated and made a part of this Agreement:

- Appendix A - Classification and Rates
- Appendix B - Longevity
- Appendix C - Job Description
- Appendix D - Mileage
- Appendix E - Uniform Allowance
- Appendix F – Sick Leave Donation Form
- Appendix G – Grievance Report Form
- Appendix H – Student/Staff Altercation
- Appendix I – UPAPA Insurance LOA

APPENDIX A - CLASSIFICATION AND RATES

	<u>Hired Prior to 7/1/2013</u>		
	+\$5.00 2024-2025 <u>per hour</u>	+\$1.00 2025-2026 <u>per hour</u>	+\$1.00 2026-2027 <u>per hour</u>
Learning Center Instructional Aide	\$25.64	26.64	27.64

	<u>Hired After 7/1/2013</u>		
	+\$5.00 2024-2025 <u>per hour</u>	+\$1.00 2025-2026 <u>per hour</u>	+\$1.00 2026-2027 <u>per hour</u>
Learning Center Instructional Aide	\$23.24	24.24	25.24
Early Childhood Assistant Teacher	23.24	24.24	25.24
Bus Driver	25.79	26.79	27.79
Bus Aide & Virtual Therapy Aide	22.23	23.23	24.23

Attendance incentive: Staff with 20 or more sick leave days banked at the end of the school year will receive a \$1,000 bonus.

Staff that have 60 or more credits and sign up to be substitute teachers will receive an additional \$0.25 per hour added on to their regular wages if they are willing to substitute teach as needed.

When an employee serves as a substitute teacher, they will be paid an additional \$2.00 per hour.

Van driver wages – Those not endorsed with bus driver CDL – 90% of Driver Wages

APPENDIX B - LONGEVITY

Employees shall earn longevity payments in accordance with the following schedule. Payments shall be made on the final pay period in June or at retirement. Employees laid off, on extended unpaid leave, or that retire mid-year shall have longevity prorated according to days worked. Employees who terminate prior to June 15 will not be paid longevity.

<u>Years</u>	
Upon completion of 5th, 6th, and 7th	\$ 500
Upon completion of 8th, 9th, 10th, and 11th	700
Upon completion of 12th, 13th, 14th, and 15th	900
Upon completion of 16th and every year thereafter	1,100

APPENDIX C - JOB DESCRIPTIONS

Job descriptions will be reviewed annually to determine proper level placement. A copy of all changes will be provided to the Association President.

APPENDIX D - MILEAGE

An employee who is authorized by the administration to use his/her personal car for business purposes, shall be reimbursed at the "business person's mileage rate allowance" as per IRS guidelines. The rate of reimbursement shall change with the changes of the "business person's mileage rate allowance" as per IRS guidelines. Employees will also have choice of available options listed in the employee manual.

Personal mileage to and from work is the responsibility of the employee and shall be defined as the mileages from the employee's house to the assigned Service Center or primary work site. Employees reporting to a secondary work site shall receive mileage beyond the primary work site.

APPENDIX E - UNIFORM AND PERSONAL ITEMS ALLOWANCE

The employer shall pay an annual \$100.00 clothing stipend to each employee with the second pay in December. The \$100.00 is available to be used to purchase any required items for the purposes of employment. Because the employer will not monitor purchases to check for compliance under pre-tax "uniform allowance" as defined by the Internal Revenue Service, the payment will be taxed and included as regular compensation. In addition, the Board agrees to reimburse employees up to a maximum of \$50.00 for destruction of personal property per incident while on the job in a job-related incident, including watches, but excluding other jewelry. Further, the Employer agrees to pay one hundred percent (100%) of the cost to repair or replace, whichever is less, the following item damaged in a job-related incident.

1. Glasses
2. Hearing Aids
3. Dentures

APPENDIX F – SICK LEAVE DONATION FORM

Process of Transfer:

1. All donations are voluntary.
2. Recipient must have exhausted all of his/her leave time.
3. A member can donate a maximum of five (5) days per school year (July 1- June 30).
4. Such donation would be deducted from donor's accrued sick time.
5. Donated days will become the recipient's days.
6. All transfers are subject to the approval of the superintendent.

I, _____, understand the process listed above and hereby donate _____ days of accrued sick leave time to _____, for his/her use.

Approved _____ Denied _____

Superintendent _____ Date _____

Member _____ Date _____

D. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date received by the Board of Education: _____

B. Disposition by the Board of Education: _____

C. Date received by Grievant and/or Association: _____

D. Position of Grievant and/or Association: _____

Signature -Board of Education

Date

STEP IV

E. Date received by the Mediator: _____

F. Disposition by the Mediator: _____

G. Date received by Grievant and/or Association: _____

E. Position of Grievant and/or Association: _____

Signature

Date

APPENDIX H- REPORT OF STUDENT/STAFF ALTERCATION

Employee Name: _____ Signature: _____

Student Name(s): _____

Location: _____

Date: _____ Time: _____

Result of incident:

Scratch - Surface Level _____

Scratch - Breaking Skin _____

Hiting - Resulting in Bruise _____

Kick - Resulting in Bruise _____

Grab - Resulting in Bruise _____

Bite - Breaking Skin _____

Bite - Not breaking skin but leaving mark _____

Hair Pull - Resulting in loss of hair _____

Concussion _____

Sprain _____

Broken Bone _____

Bodily Fluid Transmission _____ Type _____

Other (describe) _____

NOTE: For injuries that require immediate medical attention, please complete the proper injury forms.

APPENDIX I – UP APA LOA

LETTER OF AGREEMENT

This Letter of Agreement is entered into between EASTERN UPPER PENINSULA ISD BOARD OF EDUCATION (the “District”) and EASTERN UPPER PENINSULA ISD EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/MEA/NEA (the “Association”).

This agreement shall be in effect once the UPPER PENINSULA AREA PURCHASING AGREEMENT is established. Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Parties acknowledges that the District has elected to become a member of an Area Purchasing Agreement (the “APA”) as provided by the health insurance carrier MESSA.

The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to a bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District’s participation in the APA. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2024 and that such plans or products made available through the APA shall replace those otherwise in effect for Association bargaining unit members on that date.

Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the APA.

Open enrollment for the selection of health care options for the APA will be held from October 1 through October 30 each year for a January 1 implementation for the duration of this agreement.

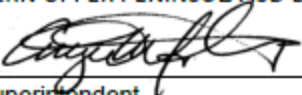
The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the APA shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.

3. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2024 and concluding on December 31, 2026 to negotiate any contrary durational commitment with regard to the procurement and

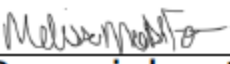
maintenance of the specified Insurance products and employee benefits plans through the APA. This waiver is limited to the bargaining of medical coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the APA satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

4. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.
5. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
6. Should the APA dissolve or no longer function or operate, or if the district no longer participates in the APA, the District and Association agree the most recent medical plans options available to the employees through the APA shall remain in effect until otherwise negotiated.
7. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.
8. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights, or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.
9. This Letter of Agreement shall become effective January 1, 2024 and shall expire on December 31, 2026

EASTERN UPPER PENINSULA ISD BOARD OF EDUCATION

By: 
Its: Superintendent
Dated: 6/26/2023

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EASTERN UPPER PENINSULA ISD EDUCATION SUPPORT PROFESSIONALS ASSOCIATION/MEA/NEA

By: 
Its: **President ESP**
Dated: 6/27/23