EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT MASTER AGREEMENT

July 1, 2024 - June 30, 2027

between

EASTERN UPPER PENINSULA INTERMEDIATE BOARD OF EDUCATION

and

EASTERN UPPER PENINSULA INTERMEDIATE EDUCATION ASSOCIATION

A CHAPTER OF MICHIGAN EDUCATION ASSOCIATION

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ARTICLE 1 – RECOGNITION

The Eastern Upper Peninsula Intermediate School District Board of Education, hereinafter referred to as the Board, recognizes the Eastern Upper Peninsula Intermediate Education Association, a chapter of MEA, as the exclusive bargaining agent for all full-time/part-time, regular certificated personnel and/or personnel approved by the Michigan Department of Education (including psychologists, behavior technicians, school social workers, teacher consultants, teachers), who perform services during a scheduled calendar year for the Eastern Upper Peninsula Intermediate School District, hereinafter referred to in this master agreement as "employees".

Exceptions are the Superintendent, Assistants to the Superintendent, Curriculum Coordinator(s), Compliance Coordinator, Staff Supervisor(s), Special Projects Facilitator, substitutes and other central administration staff and REMC Director.

ARTICLE 2 - ENTIRE AGREEMENT, WAIVER CLAUSE, SEVERABILITY

Section 1: This master agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon, the Board and the Association. The Board shall deal with all matters not expressly covered by this agreement through the exercise of its management rights without prior negotiations during the life of this agreement.

Section 2: If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and shall be subject to renegotiations, but all other provisions or applications shall continue in full force and effect.

ARTICLE 3 - MANAGEMENT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, on behalf of the District, as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing are manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited, but only as specifically limited by expressed provisions of this

Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

A. Manage and control the District's business, the equipment, the operations, and to direct the work force and affairs of the Employer.

B. Continue its rights and past practices of assignment and direction of work of all its personnel, determine the number of shifts and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

C. Direct the work force, including the right to hire, promote, discipline, suspend and discharge, transfer, assign work, determine the size of the work force, and to lay off employees.

D. 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 process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

E. Adopt rules and regulations.

F. Determine the qualifications of employees including physical conditions.

G. Determine the location or relocation of its facilities, including the establishment or relocation of new programs, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.

H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

J. 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.

K. Determine the policy affecting the selection of employees, providing such selection shall be based upon lawful criteria.

ARTICLE 4 - ASSOCIATION

If the Association chooses to look at alternatives to MEA, it should notify the Superintendent and if such alternative is mutually agreed to, it shall be implemented.

ARTICLE 5 - CONTINUITY OF OPERATION

Section 1: Both parties recognize the benefit of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have agreed to a grievance procedure under which unresolved disputes, concerning this agreement, may be settled, the parties have removed the basic cause of work interruption for the duration of this Agreement. The Association and each of its members agree that it will not directly engage in, or assist in, any strike as defined by Section I of the Public Employment Relations Act.

Section 2: When Michigan law allows the public sector the right to strike, this Article will be null and void.

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for important matters that cannot be resolved through a meeting with the immediate supervisor will be arranged between the Association and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Association and two (2) representatives of Management (to include initially involved parties). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference will be presented at the time the conference is requested. Matters taken up in the special conference will be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and place and arranged for as rapidly as possible.

If, at the special conference, the problem still is not satisfactorily resolved, either party may request additional special conferences.

At the Service Centers, the Management team will include a Central Office administrator.

ARTICLE 7 - EXPERIENCE

Section 1: Certificated employees new to the system may be allowed credit for experience in relevant settings. A retiree who returns under the critical shortage qualification shall be placed at the equivalent step/lane that they exited with.

Section 2: The Board reserves the right to determine the amount of credit for related experience in other employment that may be allowed to each employee. Employees shall be allowed up to one year credit on the salary schedule for honorable military service.

ARTICLE 8 - COMPENSATION

Section 1: The salaries of staff covered by this Agreement are set forth in Appendices "A" through "E" attached. Such salary schedules shall remain in effect during the term of the Agreement, subject to the provisions of this Agreement.

Section 2: The salary schedules are based on a 190-day school year calendar.

Section 3: If either the Administration or the Association identify the need for additional days, the Human Resources department will notify the President of the Association. After collaborative consultation, additional days may be granted.

Certificated employees contracted beyond the 190-day calendar year shall be compensated at the daily rate of the contracted salary.

Section 4: For the terms of this Agreement, fully qualified school social workers (MSW) having earned 60 plus credits in their accredited master's program (post bachelors) will be recognized in the same manner as school psychologists who have earned 60 plus credit (post bachelor's degree) and will be similarly placed on the MA+30 column when hired.

Section 5: Professional staff, not specifically included in Section 4 within this article, must have thirty (30) semester hours earned beyond a Masters degree and full certification to be eligible for the MA+ lane.

Section 6:

A. Certificated employees assigned to provide supervision/coaching necessary for licensing, certification, approval, or other credentials determined necessary by the Board will be compensated at a rate of $100 per month per staff member assigned. Payment will be made for monthly supervision/coaching at the end of each school year.
B. Criteria for each type of supervision/coaching by the Board will be provided at the time of assignment.
C. A form will be provided to the mentee and mentor to be utilized for verification of completion of supervision/coaching. The form must be completed and submitted to the department Director each year to initiate payment.

Section 7: It is the goal of the Board to have face-to-face providers in all positions employed by the EUPISD. The availability of remote or hybrid assignments is at the Board's discretion and will be granted on a year-by-year basis.

Employees approved to work remotely at the request of the employee on an on-going basis either part-time or full-time will be compensated at .75 of their step/lane salary until they can work full-time face-to-face.

Staff approved to work remotely either full-time or part-time will have their seniority frozen until they return to face-to-face service.

Employees who are remote or hybrid will be placed at the bottom of the seniority list until such time as they return to face-to-face service.

ARTICLE 9 - PAYROLL DEDUCTIONS

Payroll deductions, based on signed authorization cards, will be provided for the following purpose: Required Taxes, Credit Association, Annuities, United Fund, and Optional Insurance.

ARTICLE 10 - CONTINUING EDUCATION

Section 1: Reimbursement

A. Each employee shall be granted up to $500.00 per credit hour, not to exceed nine (9) credit hours per year, for courses related to employee's current job description and completed for credit, after "Permanent", "Continuing", "Professional", or "Vocational" certification requirements have been completed. All course work must start and be 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 prorated portion of the reimbursement amount will be paid back to the EUPISD.

B. The administration shall provide a determination of job-relatedness in a pre-approval application.

C. This payment shall not become a part of the salary schedule.

ARTICLE 11 - LEAVES OF ABSENCE

Section 1: Sick Leave

A. Persons contracted to work 190 days shall be granted twelve (12) days per year sick leave, awarded as five (5) days in September and one (1) day each month October – April. Employees working more or less than 190 days shall have sick leave prorated at .065 per day worked.

B. 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.

C. In the event of absence of an employee due to illness, in excess of three (3) working days, the board may require the member to present a physician's verification of illness.

D. Unused sick leave shall accumulate to a maximum of one hundred (100) days.

E. Sick Leave Bank

1. The maximum number of days in the sick bank shall be 150. At the beginning of each school year (or if the bank has less than twenty (20) days), the number of days remaining shall be subtracted from 150. The difference will be prorated among the staff in whole days so that the bank will be returned to near 150 days.

2. A regulatory committee of two administrators and three employees will be established to control the use of the sick bank.

3. Employees that borrow from the sick bank shall replace the borrowed days at the rate of three days per year deducted from their annually allowable days at the beginning of the fiscal year.

4. Upon retirement, employees may grant their sick days accumulated above 75 days to the sick bank.

5. Employees may access the sick bank a maximum of 100 days in any 10-year period.

6. In no case may employees access the sick bank for more days than required, when combined with available individually accumulated sick leave, to qualify for disability income benefits contained in this agreement.

7. Employees covered under this Agreement shall make application for use of sick bank in written form to the regulatory committee.

8. All requests for use of days from the sick leave bank are subject to the approval of the committee.

F. Less than full time employees shall earn sick leave prorated to the time worked in comparison to full time employment.

G. Any certificated employee contracting the usual childhood diseases (to include Staphylococcus and Hepatitis) shall not be charged sick leave time for absences resulting therefrom.

H. Any employee absent for more than three (3) consecutive days may be required to present a doctor's certificate which states that the employee is able to resume assigned duties.

I. Any employee on leave due to a significant injury (such as concussion) that resulted from student behavior will be "held harmless" and will not be charged sick leave time for up to seven (7) days of absence resulting therefrom when workplace procedures are followed (including filing accident reports and acquiring medical verification).

Section 2: Personal Business Leave

A. Persons contracted to work 190 days shall be granted three (3) days per year personal business leave. Employees working more or less than 190 days shall have personal business leave prorated at .017 per day worked.

B. Employees may accrue up to six (6) days personal business days. Days beyond the maximum accrual shall be applied to accumulated sick leave days at the end of the fiscal year.

Section 3: Bereavement Leave

A. Each employee shall be granted up to three (3) days leave per incident of bereavement 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.

Section 4: Education Leave

A. A maximum of sixteen (16) weeks may be taken.

B. A request must be made at least ninety (90) days in advance of anticipated educational leave.

C. The written approval of the administration is required.

D. All approvals are contingent upon available substitutes.

E. No salary will be paid during educational leave, unless requested by the Board to take such leave.

F. No paid fringe benefits shall be provided unless requested by the Board to take such leave.

G. Other benefits will be frozen as of leave date.

H. Seniority continues.

Section 5: Sabbatical Leave

A. After an employee has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, the Board may grant the employee sabbatical leave for professional improvement for not to exceed two (2) semesters at one time. During the sabbatical leave, the employee shall be considered to be in the employ of the Board, shall have a contract, and may be paid compensation as provided in the regulations of the Board. The Board shall not be liable for death or injuries sustained by the employee while on sabbatical leave.

B. An employee shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employee's Retirement Board.

C. Upon return from sabbatical leave, an employee shall be returned to the former position held, or if unavailable, to a comparable position for which the person is qualified and certified.

D. Fringe benefits may be continued at the expense of the employee.

Section 6: Unpaid Leave

A. Any contracted employee of 190 or more days may be granted an unpaid leave of absence of up to three (3) days per school year.

B. Seniority will not be affected by this leave.

C. Fringe benefits shall be paid by the Board for approved leave during this time.

Section 7: Disability Leave

A. 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 him/her to return to work.

B. 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.

C. 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 and certified.

D. This Article does not cover injuries covered under Worker's Compensation Law.

E. Seniority will be frozen while on leave.

F. Paid fringes are available, to the limits of the carrier, providing the employee pays the monthly cost in advance.

G. The employer shall be held harmless for any financial obligations arising from untimely requests or procedures.

Section 8: National Guard Leave

Employees who are members of the National Guard shall receive two weeks' unpaid leave per year upon presentation of their orders. Additional leave may be granted in cases of declared emergency. Fringe benefits shall not be terminated during annual two-week unpaid leave. Fringe benefits during extended emergency leave will be paid for by the employee.

Orders for annual leave must be presented at least two work weeks prior to commencement of leave.

Section 9: Child Care Leave

A. An unpaid leave of absence, up to one year, may be granted to any employee for the purpose of childcare. The object of the leave could be (1) prenatal, (2) newborn infant, (3) newly adopted child, or 4) a child suffering from crippling, terminal, or serious accident or illness. Said leave shall commence upon request from the employee and approval of the Board.

B. Granting of such leave will in no way interrupt seniority. Upon return to work, the employee will be returned to the former position held, or if unavailable, to a comparable position for which the person is qualified and certified.

C. The leave may be extended the following year with approval of the Board of Education.

D. Board payment of fringe benefits will cease during unpaid childcare leave.

E. Seniority will not be affected by this leave.

Section 10: Association Business

The Association may use three (3) days, two (2) paid days and one (1) unpaid, for Association officers or elected delegates of the local Association, to attend MEA State or Regional designated training sessions. Requests are to be made three days in advance for administrative approval.

ARTICLE 12 - COURT ACTION

Section 1: Any employee called for jury duty shall be paid his/her full salary with no days deducted from any leaves, provided the employee reimburses the Board any per diem rate for said jury duty.

Section 2: Any employee subpoenaed to a court appearance in a school-connected matter involving the employee's professional duties shall not suffer any loss of pay while in attendance at the court-required hearing or trial.

Section 3: Employees subpoenaed to court for non-work-related cases may use earned personal business time for court appearances or suffer loss of pay.

ARTICLE 13 - PHYSICAL PLANT CONDITIONS

When a school building is closed due to inclement weather, the employees assigned to that school, for that day, shall report to another assigned work location that is open. If no assigned work locations are open, the employee shall not be required to report.

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, the 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.

ARTICLE 14 - WORK BASE

Section 1: On or before July 15 each year, each employee shall receive written notification of his/her work base(s) assignment.

Section 2: When a reassignment during the school year results in a work base change, the Board will reimburse the employee (at the approved mileage rate) for the additional miles driven by the employee for the remainder of the year or pay up to $500 in moving expenses.

ARTICLE 15 - INDIVIDUAL EMPLOYMENT CONTRACT

The individual contract, executed between each employee and the Employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

ARTICLE 16 – EVALUATION

EVALUATION OF TEACHERS

A. The evaluation of the performance of each employee is the responsibility of the administration. All monitoring or observations of teachers shall be conducted openly.
B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on at least one visit of fifteen (15) consecutive minutes of classroom observation.
C. An evaluation shall be defined as at least two observations occurring between September 15 and May 30 of the school year. One observation may be unscheduled.
D. A written report of any observation shall be given to the teacher within 10 work days of the observation, and a post observation conference shall occur within 30 days of the observation.
E. In the event the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections, in writing, within thirty (30) calendar days of receipt unless mutually extended and have them attached to the evaluation report to be placed in his/her personnel file.
F. If an evaluator observes an employee needing support, the reasons shall be set forth in specific terms in a plan of improvement.
G. Evaluation Ratings shall be based on the agreed upon metrics between the Administration and Association for the 20% student growth component as outlined in MCL 380.1249.
H. The portions of the Revised School Code and Teacher Tenure Act pertaining to Teacher Evaluations will be followed.
I. Tenured teachers whose most recent three evaluations have had a final score that equates to effective or higher will be evaluated once every three years. Any teacher who receives an overall rating lower than effective shall be evaluated every year until they have achieved an effective rating three years in a row, at which time they will be evaluated once every three years.
J. All evaluations shall be finalized by June 15.

ARTICLE 17 – DISCHARGE AND DISCIPLINE

Progressive Discipline; Discharge

A. The parties agree to a progressive course of discipline beginning with oral counseling up to and including discharge. 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 and 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 advanced to Level III of the grievance procedure.

ARTICLE 18 – SENIORITY

Seniority List

A. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire.
B. The seniority list shall be published and provided to the association leadership by October 1 of each school year. Challenges or revisions must be filed by October 15 of the same year; otherwise, the seniority list will be considered final for that school year. Challenges must be submitted to the Human Resources Manager.

Loss of Seniority

An employee shall lose seniority for the following reasons only:

A. The employee quits.
B. The employee is discharged, and the discharge is not reversed through the procedure set forth in this agreement.
C. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. In the event of 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 Level IV of the grievance procedure.
D. If the employee 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 19 – VACANCY AND PLACEMENT

Posting and Bidding

Section 1: Notices of vacancies or new positions shall be posted on the district website for a period of no less than seven (7) workdays. Employees shall be notified via school email of vacancies or new positions.

Section 2: The Board declares its support of a policy of filling vacancies or new positions within its own staff. Interviews will be granted to current employees who apply for and hold the required certifications for the posted position. The Board will determine who will fill an open position.

ARTICLE 20 - WORK HOURS

Section 1: On any regular school day, classroom staff will be available for student contact commensurate with the instructional hours required by the State School Aid Act. The regular school year work schedule will be 6.5 hours a day, plus a lunch break, 8:00 - 3:15, with schedule adjustments implemented as necessary with consultation with the impacted employee and not to exceed 1,235 hours (equivalent of 190-day contract).

Section 2: Non-classroom personnel shall work 6.5 hours daily, plus a lunch break, with schedule adjustments implemented as necessary to account for work site assignments, by mutual agreement of the employee and the board, or its designee.

Section 3: All personnel shall participate in District in-service programs, by discipline or by total staff, as authorized by the administration.

Section 4: All personnel shall work 190 days according to their Work Base calendar and agree to work any scheduled makeup days to ensure the minimum number of days and hours of instruction required by the State School Aid Act.

Section 5: If additional hours/days of instruction are required to meet the number of hours of pupil instruction of the State of Michigan School Code during the duration of this contract, the administration shall meet with the Association to develop a revised schedule, the required number of days shall be added to the end of the school year.

ARTICLE 21 - GRIEVANCE PROCEDURE

The Grievance Report Form may be found under Teams > EUPISD Staff > Human Resources > Forms and Checklists.

Section 1: Definition

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

Section 2: Procedures

A. If the grievant misses a step of the process, the grievance will be dropped.

B. If the Employer misses a step of the process, the grievance moves to the next step.

C. "Days" refers to scheduled workdays.

D. Notwithstanding the expiration of this Agreement, any grievance in process may be continued through the grievance procedure.

STEP I - *Formal Level 1 – Immediate Supervisor*

A. Within three (3) days of the alleged violation, the employee must submit a *Grievance Report Form* having completed Formal Level 1; Section A (Date of Submission), B (Date Cause and Discovery of Grievance Occurred) and C ("Statement of Grievance", "Sections of Agreement Violated" and "Relief Sought") (Refer to "Grievance Report Form")

B. The immediate supervisor or designee shall establish a meeting date with the employee and an Association representative (grievant's choice) within three (3) days of receiving the Grievance Report Form.

C. The immediate supervisor or designee shall complete Disposition of Supervisor (Section D) in writing to the grievant within three (3) days of the meeting.

D. Within three (3) days of the written decision of the immediate supervisor or designee, the grievant will complete Position of Grievant and/or Association (Section D).

E. If the alleged violation is not resolved in Step 1 between the immediate supervisor and grievant per Formal Level 1, the grievant may continue to Formal Level II by responding in writing within three (3) days of the written disposition of the immediate supervisor.

STEP II – *Formal Level II - Superintendent*

A. The Superintendent must complete Formal Level II; Section A of the Grievance Report Form and establish a meeting date with the grievant and an Association representative within three days of receiving the appeal.

B. The Superintendent shall submit their disposition (Formal Level II; Section B) in writing to the grievant and the Association representative within five (5) days of the meeting.

C. Within three (3) days of the written disposition, the grievant will complete in the Position of Grievant and/or Association (Section C).

D. If the alleged violation is not resolved in Formal Level II between the Superintendent and the grievant, the grievant may continue to Formal Level III by requesting a special conference of two Association members and two representatives of management. This request must be made within three (3) days.

STEP III – *Special Conferences*

A. Special conferences for important matters that cannot be resolved through a meeting with the immediate supervisor will be arranged between the Association and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Association and two (2) representatives of Management (to include initially involved parties). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference will be presented at the time the conference is requested. Matters taken up in the special conference will be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and place arranged for as rapidly as possible, but not later than ten (10) days after the appeal.

   If, at the special conference, the problem is still not satisfactorily resolved, either party may request the assistance of a MERC Mediator. Neither party shall be bound by the mediator's decision or recommendation; however, the purpose and intent of the parties is to encourage friendly and cooperative relations between the employer and employees.

B. If the special conference and/or mediation session(s) does not resolve the grievance, the Grievant within five (5) days may appeal, in writing, to the Board for a hearing (Step IV).

STEP IV – *Formal Level IV – Board of Education*

A. Within twenty (20) days of receipt of the written request, the Board shall meet with the grievant and/or their Association representative.

B. The Board shall submit a Disposition (Formal Level IV; Section A) of the Grievance Report Form to the grievant and/or their Association representative within ten (10) days of the meeting.

C. If the Association is not satisfied with the disposition of the grievance at Level IV, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for arbitration with the American Arbitration Association.

STEP V - *Arbitration*

A. If the Association is not satisfied with the disposition of the grievance at Level IV, the Association may submit the grievance to arbitration with the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding.
   i. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
   ii. The arbitrator shall have the authority to issue any appropriate remedy.
   iii. The fees and expenses of the arbitrator shall be shared equally by the Association and the District.
   iv. Neither party may raise a new defense or ground at Level V not previously raised or disclosed at other written levels.
   v. Grievances concerning discharge or demotion of a tenured teacher and non-renewal of a probationary teacher may not advance to arbitration.

ARTICLE 22 - PERSONAL CAR USE

Section 1: An employee who is authorized by the administration to use his/her personal car for business purposes, shall be reimbursed at the "businessperson's mileage rate allowance" as per IRS guidelines. The rate of reimbursement shall change with the changes of the "businessperson's mileage rate allowance" as per IRS guidelines. Employees will also have choice of available options listed in the employee manual.

Section 2: Personal mileage to and from work is the responsibility of the employee and shall be defined as the mileage 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.

Section 3: Employees reporting to a work site other than their Service Center will receive reimbursement when their mileage exceeds the distance from their home to their assigned work site.

ARTICLE 23 - FRINGE BENEFITS

Section 1: Hospitalization

A. The EA will select the Health Insurance Options for the group annually upon expiration of Appendix F the Upper Peninsula Area Purchasing Agreement letter of agreement. At least one of the options will meet the ACA requirements of coverage and affordability. The coverages 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 negotiated coverage will be deducted from the employee's salary in equal amounts as the premium is due. One quarter of the annual deductible may be deposited into the employee's Health Savings Account in January and April and the other one half of the annual deductible may be deposited on a per payroll basis for July through December. Employees will not be double covered.

C. The Association may request and be granted a change in the coverage options provided the Board obligation is not increased beyond the conditions of this section. Any change under this section may only occur beginning July 1 of each successive contract year.

D. The Board reserves the right to implement a self-insurance 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: Vision

A. The Board shall provide vision insurance for exam and corrective lenses and frames one time a year. Subject to:
   Exam - up to $60
   Single Vision - up to $80
   Bifocal - up to $100
   Trifocal - up to $100
   Lenticular - up to $100
   Prescription contact lenses - up to $180
   Frames - up to $150

Section 3: 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, including Orthodontia.

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 individual is $1,500 per year of eligible expenses of Basic and Major Services.

E. Orthodontia services will be paid at 80% with a maximum lifetime payout of $1,000 per individual.

Section 4: Life Insurance

A. The Board shall provide each full-time employee with $40,000.00 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) 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: Center Program Clothing

If smocks or coveralls are desired for outerwear, the Board shall provide same.

Section 6: Options for Non-subscribers to Health Insurance

A. The Board shall pay up to $360/month from July 1, 2024, to June 30, 2027, toward the cost of fixed and/or variable options defined below:

1. Fixed Options:
   Must include ALL non-subscribers enrolled in a "definable group".2.

   Variable Options:
   Basic Life Insurance
   Group Short Term Disability Income Insurance
   Group Long Term Disability Income Insurance
   Group Supplemental Term Life Insurance
   Group Survivor Income Insurance
   Group Dependent Life Insurance
   Tax-Deferred Annuities

To qualify, the employee must first present documentation that he/she otherwise already has insurance meeting the affordability and coverage requirements of the Affordable Care Act.

B. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group and is approved by the provider.

Section 7: Non-full-time employees

A. Employees working 20 or more hours per week but less than full-time shall receive fringe benefits on a prorated basis for a full twelve (12) months.

B. Any employee taking fringe benefits under this section shall authorize a payroll deduction for a full twelve (12) months for their portion of premium payment to qualify for benefits under this section.

Section 8: Long-term disability

The Board shall provide, without cost to the bargaining unit member, MESSA Long-Term Disability or equivalent coverage as described below. The annual board-paid premium shall be limited to $350 per employee for this section.

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 24 – NEGOTIATIONS

Section 1:

Negotiations of wages and fringes for 2027-2028 shall be opened by request of the Association by March 1, 2027.

Section 2: Emergency Financial Manager

An Emergency Manager appointed by law may reject, modify, or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Association does not waive any right it may have to challenge whether this clause is binding upon the Association or the Board. The Association reserves all rights to assert that this clause is unenforceable.

ARTICLE 25 - DURATION

This Agreement shall be effective from July 1, 2024, to June 30, 2027.

Eastern Upper Peninsula Intermediate School District Board of Education

Patti Weinreis

President of the Board

Superintendent

Eastern Upper Peninsula Intermediate School District Education Association

Association President of the Union

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

APPENDIX A – 2024-2025 SALARY SCHEDULE (5%)

Step	Factor	BA	MA	MA+30
1	1.000	$49,222	$53,160	$57,098
2	1.045	$51,436	$55,552	$59,667
3	1.090	$53,652	$57,944	$62,237
4	1.135	$55,866	$60,336	$64,806
5	1.180	$58,082	$62,729	$67,375
6	1.220	$60,051	$64,855	$69,659
7	1.260	$62,019	$66,982	$71,943
8	1.295	$63,742	$68,842	$73,941
9	1.330	$65,464	$70,703	$75,939
10	1.365	$67,187	$72,563	$77,938
11	1.395	$68,664	$74,158	$79,651
12	1.425	$70,141	$75,753	$81,363
13	1.455	$71,617	$77,348	$83,077
14	1.485	$73,094	$78,942	$84,790
15	1.515	$74,571	$80,537	$86,502
16	1.545	$76,047	$82,132	$88,216
17	1.575	$77,524	$83,727	$89,928
18	1.605	$79,001	$85,322	$91,642
19	1.630	$80,232	$86,651	$93,069
20	1.655	$81,461	$87,980	$94,496

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

APPENDIX B – 2025-2026 SALARY SCHEDULE (4%)

Step	Factor	BA	MA	MA+30
1	1.000	$51,191	$55,287	$59,382
2	1.045	$53,494	$57,774	$62,054
3	1.090	$55,798	$60,262	$64,726
4	1.135	$58,101	$62,750	$67,398
5	1.180	$60,405	$65,238	$70,070
6	1.220	$62,453	$67,450	$72,445
7	1.260	$64,500	$69,661	$74,821
8	1.295	$66,292	$71,596	$76,899
9	1.330	$68,083	$73,531	$78,977
10	1.365	$69,875	$75,466	$81,056
11	1.395	$71,410	$77,125	$82,837
12	1.425	$72,947	$78,783	$84,618
13	1.455	$74,482	$80,442	$86,400
14	1.485	$76,017	$82,100	$88,181
15	1.515	$77,554	$83,759	$89,962
16	1.545	$79,089	$85,417	$91,744
17	1.575	$80,625	$87,076	$93,525
18	1.605	$82,161	$88,735	$95,308
19	1.630	$83,441	$90,117	$96,792
20	1.655	$84,720	$91,499	$98,276

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

APPENDIX C – 2026-2027 SALARY SCHEDULE (3%)

Step	Factor	BA	MA	MA+30
1	1.000	$52,726	$56,945	$61,163
2	1.045	$55,099	$59,508	$63,916
3	1.090	$57,472	$62,070	$66,668
4	1.135	$59,844	$64,632	$69,420
5	1.180	$62,217	$67,195	$72,172
6	1.220	$64,326	$69,473	$74,619
7	1.260	$66,435	$71,751	$77,065
8	1.295	$68,281	$73,744	$79,206
9	1.330	$70,125	$75,737	$81,346
10	1.365	$71,971	$77,730	$83,488
11	1.395	$73,553	$79,438	$85,322
12	1.425	$75,135	$81,147	$87,157
13	1.455	$76,717	$82,855	$88,992
14	1.485	$78,298	$84,563	$90,827
15	1.515	$79,880	$86,271	$92,661
16	1.545	$81,462	$87,980	$94,497
17	1.575	$83,043	$89,688	$96,331
18	1.605	$84,626	$91,397	$98,167
19	1.630	$85,944	$92,821	$99,695
20	1.655	$87,261	$94,244	$101,224

APPENDIX D – EXTENDED SCHOOL YEAR (ESY) SERVICES AND SUMMER EDUCATION ASSESSMENTS

ESY School Social Work, ESY Special Education Teacher, ESY Speech & Language Pathologist, ESY Occupational Therapist, and Summer Special Education Assessment School Psychology positions will be posted internally annually. If the position is not filled by an internal candidate the position will be assigned based on annual rotation determined by an alphabetical list (by last name upon hire) with no individual required for two consecutive years.

Wages and Fringes

- ESY School Social Work, Speech & Language, Occupational Therapist, and Special Education Teacher will have a wage of $60.00 per hour or the individual's daily rate - whichever is higher with a minimum total wage of $100 per day.

- School Psychologists will work from a $2000 annual retainer with hourly wages deducted when used for assessments at a rate of $60 per hour or the individual's daily rate - whichever is higher. If the $2000 retainer is used, a rate of $60 per hour or the individual's daily rate - whichever is higher will be paid.

- One additional personal day will be given for every seven days of ESY or summer special education assessment services.

- A onetime end of summer bonus will be provided as follows for those who provide ESY or summer special education assessment services (School Social Work, Special Education Teacher, Speech & Language Pathologist, Occupational Therapist)

    - $250.00 for those working one to six days (6.5 cumulative hours equals one day)
    - $500.00 for those working seven or more days (6.5 cumulative hours equals one day)

APPENDIX E - RETIREMENT PAY

Section 1: Seven years' continuous service to the EUPISD is required.

Section 2: Evidence of MSPERS enrollment must be provided.

Section 3: A minimum of 50 sick days must be accumulated to qualify for reimbursement.

Section 4: Up to 75 unused sick days will be paid out at $35 per day following the last pay and the last day of work.

Section 5: In the event that death of an employee precedes completion of service, the reimbursement shall be paid to the employee's beneficiary.

APPENDIX F
EUP ISD EA APA
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 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.

APPENDIX G – MISCELLANEOUS

AMERICANS WITH DISABILITIES

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation.

FREEDOM OF INFORMATION ACT

If a Freedom of Information Act (FOIA) request is received for a teacher's/employee's personnel file or personnel file information, the teacher/employee will be notified of the request when it is received by an administrator. If the teacher/employee indicates that he/she will challenge whether the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.