

# **AGREEMENT**

between

**UNIONVILLE-SEBEWAING AREA SCHOOLS  
BOARD OF EDUCATION**

and

**UNIONVILLE-SEBEWAING AREA SCHOOLS  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**July 1, 2024 through June 30, 2027**

Unionville-Sebewaing Area School  
District Sebewaing, Michigan

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### **Preamble**

THIS AGREEMENT is entered into, effective July 1, 2024, between the Unionville-Sebewaing Area Schools Board of Education (the Board) and the Unionville-Sebewaing Area Schools Educational Support Personnel Association, MEA/NEA (the Association). The signatories, in their representative capacities, are the sole parties to the Agreement.

In consideration of the following mutual covenants, the parties agree as follows:

### **Article 1 - Recognition**

#### **A. Bargaining Unit**

The Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of, and as defined in, the Public Employment Relations Act, as amended, MCL 423.201 et. seq., for all full-time and regular part-time, probationary, and non-probationary, on leave or temporarily absent Secretarial, Food Service, Custodial and Paraprofessional employees of the Unionville-Sebewaing Public Schools. Excluded are Director of Maintenance, Maintenance Employees, Building and Grounds/Transportation Employees, Transportation Employees, Technology Coordinator, Payroll Coordinator/Technology Secretary, Director of Finance, Superintendent's Secretary, substitutes, Director of Food Services, Bus Mechanic, Transportation Coordinator, and all other employees.

#### **B. Employees**

Unless otherwise indicated, the term "employee" or "bargaining unit employee" when used in this Agreement refers to all persons in the above defined bargaining unit. Within the various classifications of bargaining unit employees covered by this Agreement, there are the following categories:

1. Probationary: A bargaining unit employee who is employed to fill a full or part-time position for a trial period of seventy-five (75) workdays.
2. Substitute: A person who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit employee is absent or on approved leave.
3. School-year employee: A bargaining unit employee whose employment follows the school calendar.
4. Full-year employee: A bargaining unit employee who is employed to work twelve (12) months per year.

## C. Board

When used in this Agreement, the term “Board” refers to the Board of Education of the Unionville-Sebewaing Area Schools and its administrative employees and agents.

- D. The Board will not negotiate with any organization other than the Association for the duration of this Agreement. This Agreement shall not be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with this Agreement, provided that the Association receives an opportunity to be present at the adjustment.
- E. The Board reserves the right to contract with a third party for one (1) or more non-instructional support services.
- F. The Association has the responsibility of supporting all employees within the bargaining unit by enforcing this Agreement.

By August 1 of each school year, the Association will designate a representative to receive bargaining unit information on its behalf and will notify the Board of that selection. That individual will provide the Board with a list of Association member information by August 15.

If the Association needs information not previously requested, the employer shall furnish the information requested within ten (10) workdays of the Association’s request.

When any person is hired or ends their employment, the Association will be notified no later than ten (10) workdays after that change occurs.

## **Article 2 - Board Rights**

**RIGHTS AND POWERS:** The Board retains and reserves unto itself all of the rights and powers vested in it through the laws and Constitutions of Michigan and the United States and those powers normally incident to Management. This clause does not negate specific rights expressly granted under this Agreement. The Board has the right to:

- A. Manage and control its business, its equipment, its operations and to direct the work forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel; to determine the number of personnel and scheduling of all the foregoing; and establish, modify, or change any work, business or school hours or days, providing that action does not conflict with a specific provision of this Agreement.
- C. Direct the work forces, including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or duties to employees; and to determine the size of the work force and lay off employees.

- D. Determine the qualifications of employees, including physical condition, and to require medical certification of fitness at Board expense.
- E. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- F. Determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- G. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions and authority and to determine the amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided in this Agreement.
- I. Determine the policy for selecting, testing, and training employees, provided that this selection is based on lawful criteria.
- J. Use volunteers.
- K. Establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, including special programs.
- L. Adopt rules and regulations not in conflict with this Agreement for the discipline of employees.
- M. Establish and define job content.

### **Article 3 - No Strike**

Strikes and other forms of work stoppage by employees are contrary to law and public policy. Differences are resolved by peaceful and appropriate means without interruption of the District. The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the District. An employee's failure or refusal to comply with this Article shall be cause for appropriate discipline including dismissal.

### **Article 4 - Non-Discrimination**

The Board and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area

of civil rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person because of race, color, age, sex or national origin.

### **Article 5 - Employee Rights**

- A. Pursuant to the Michigan Public Employment Relations Act (PERA), as amended, every Board employee has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful activities short of strike, for mutual aid and protection. As a duly-elected body exercising governmental power under Michigan law, the Board will not directly or indirectly discourage any employee in the enjoyment of any right conferred by PERA or other Michigan law or the Constitutions of Michigan and the United States. The Board will not discriminate against any employee as to hours, wages, or any term or condition of employment by reason of the employee's membership in the Association or the employee's participation in any lawful activity of the Association, or collective negotiations with the Board, or the employee's institution of any grievance, complaint, or proceeding under this Agreement as to any term or condition of employment.
- B. Employees are entitled to full rights of citizenship.
- C. Employees are expected to exercise reasonable care as to the safety of students and property, but may not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- D. No material originating after initial employment will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation about any material which will be attached to the file copy of the material in question. If the employee believes that any material to be placed in his/her file is inappropriate, in error, or unsubstantiated, the employee may receive adjustment provided proper proof is shown. If the employee is asked to sign material placed in his/her file, the signature is understood to indicate awareness of the material but shall not be interpreted to mean agreement with the materials content.
- E. While recognizing that students may require disciplinary action in various forms, the Board does not condone an employee's use of unreasonable force and fear as an appropriate student discipline procedure.
- F. As appropriate under the circumstances, an employee may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code § 1312.
- G. In accordance with state law, corporal punishment is not permitted. If any employee, full-time, part-time or substitute, deliberately inflicts, or causes to be inflicted, physical pain by hitting, paddling, spanking, slapping or making use of any other kind of physical force as a means of disciplining a student, he/she may be subject to discipline, up to and including

discharge and the possibility of criminal assault charges. This prohibition applies also to volunteers and those with whom the District contracts for services.

- H. Each employee has the right upon request to review the contents of his/her own personnel file. An Association representative may be requested to accompany the employee in that review. The employee and the Association representative, if accompanying the employee in the review, shall affix his/her signature and the date to the record to signify he/she has reviewed the file and is aware of its contents. The signature shall not be interpreted to mean agreement with the file's content.

### **Article 6 - Discipline of Employees**

- A. The Board may adopt rules and regulations not in conflict with this Agreement for the discipline or discharge of employees.
- B. No employee will be disciplined or discharged without just cause.

### **Article 7 - Grievance Procedures**

- A. A grievance is an alleged violation of an express provision of this Agreement.
- B. The following matters shall be excluded from the procedures outlined in this Article:
1. The evaluation, layoff or termination of services or failure to re-employ any probationary employee.
  2. Any dispute which is being heard by or appealed to any local, state or federal agency.
  3. Any dispute pertaining to the content of an evaluation, except for an evaluation that leads to the dismissal of a non-probationary employee.
  4. Any dispute pertaining to the application of benefits of any insurance contract or policy.
  5. Any Board policy, rule or regulation not in conflict with this Agreement.
- C. Any grievance procedure timeline may be extended by mutual written agreement of the parties. Grievances not filed in accordance with the timeline provided in this Article shall not be processed. A grievance response not appealed to the next level in accordance with the timelines in this Article is considered settled based on the last Management answer.
- D. Any written grievance shall:
1. Be signed by the grievant or grievant(s).

2. Be specific and concise.
3. Contain a synopsis of the facts giving rise to the alleged violation.
4. Cite the section or subsections of this Agreement alleged to have been violated.
5. Contain the date of the alleged violation.
6. Specify the relief requested.

E. GRIEVANCE STEPS

1. LEVEL ONE

An employee believing to be wronged by an alleged violation of the express provisions of this Agreement shall, within fifteen (15) workdays of its alleged occurrence, orally discuss the grievance with the immediate supervisor in an attempt to resolve the matter. A group of employees, similarly situated, may file an Association grievance. If no resolution is obtained within ten (10) workdays of the discussion, the employee shall reduce the grievance to writing and present it to his/her immediate supervisor. The supervisor shall, within ten (10) workdays, render his/her decision in writing, transmitting a copy of the same to the grievant and to the Superintendent.

2. LEVEL TWO

If the decision is unsatisfactory, the grievant may submit a written appeal to Level Two within ten (10) workdays of receipt of the decision. A copy of the written grievance shall be filed with the Superintendent or designee as specified in Level One with the grievant's signed approval or disapproval. The Superintendent or designee shall arrange a meeting with the grievant to discuss the grievance within ten (10) workdays of receipt of the grievance. Within ten (10) workdays of the discussion, the Superintendent or designee shall render the decision in writing, transmitting a copy to the grievant. Copies are kept in the Superintendent's office.

3. LEVEL THREE

NON-BINDING MEDIATION PANEL

- a. If the Association is not satisfied with the decision rendered at Level Two, it may appeal the decision to the Mediation Panel for an Advisory Opinion. The appeal must be presented to the Superintendent, in writing, within ten (10) workdays of the decision at Level Two. The Board or Association is not permitted to assert at the mediation any grounds or to rely on any evidence not previously disclosed to the other party in writing.
- b. The Mediation Panel is composed of:



1. One (1) person selected by the Association.
  2. One (1) person selected by the Board.
  3. One (1) person selected jointly by the above appointees.
- c. Members of the Mediation Panel shall not be: 1) members or spouses of members of the Board of Education; 2) members or spouses of any District employee. Members of the Mediation Panel may be residents and registered voters of the District.
  - d. Fees and expenses of members of the Mediation Panel will be paid as follows: 1) Association appointee paid by the Association; 2) Board appointee paid by the Board; and 3) Joint appointee paid equally by the Association and the Board.
  - e. The Mediation Panel, except as limited below, will make a recommendation in cases of the alleged violation, misinterpretation, or misapplication of the specific sections of the Agreement.
  - f. The Mediation Panel has no power to:
    - a. add to or subtract from, disregard, alter, or modify any terms of this Agreement, or
    - b. rule on the termination of services, layoff or failure to re-employ any probationary employee.

#### 4. LEVEL FOUR

A written appeal to Level Four must be submitted to the Board within ten (10) workdays from receipt of the Level Three decision. The Board will meet with the grievant and Association representative at the Board's next regularly scheduled meeting. Within ten (10) workdays after this meeting, the Board shall submit a written decision to the grievant. The Board's decision is final.

### **Article 8 - Association Rights and Security**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials.
- B. The Association has the right to use school facilities for meetings involving bargaining unit employees. Facility use is subject to Board approval in accordance with Board policies for the use of School District facilities. The Association also has the right to use District

equipment, provided that express written permission is requested and granted, and the request is in accordance with Board policy. The Association shall pay for the cost of all materials and supplies incident to use of its equipment and is responsible for proper operation of all such equipment,

- C. The Association is permitted to transact official Association business on school property provided that it does not interfere with or interrupt normal school operations. Association representatives shall check in with the building principal before entering a building to transact official Association business. No District employee shall engage in Association business during his/her work hours without District approval.
- D. The Association shall furnish, in writing, to the Board, the names of the President/ designee upon their election or appointment.

### **Article 9 - Probation**

An employee newly hired into a permanent position in the bargaining unit is on probationary status for seventy-five (75) workdays from and including the first day of employment. If at any time before the completion of the seventy-five (75) workday probationary period, the employee's work performance and/or professional conduct is unsatisfactory, he/she may be dismissed by the Board during this period without appeal by the employee or the Association. Probationary employees who are absent during the first seventy-five (75) workdays of employment shall work additional days equal to the number of days absent. The employee shall not have completed his/her probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority is computed as of the employee's first day of work.

### **Article 10 - Evaluation**

- A. The purpose of evaluation is to identify the employee's strengths and weaknesses of the employee and to be used as a guide in recommending means of improvement when the employee's performance does not meet expectations.
- B. Evaluations normally are the responsibility of the employee's supervisor and are performed at least annually. In any year in which an employee is not evaluated, lack of an evaluation is considered evidence of effective work.
- C. Two (2) copies of the written evaluation are prepared. One is signed by the employee and placed in his/her personnel file, the other is retained by the employee. An employee may attach written comments to the evaluation which shall become a part of his/her official file.
- D. For a needing support evaluation, the Supervisor shall provide the employee with the following information:
  - 1. Problem area(s).
  - 2. Improvement required with recommendation(s) for such improvement.

3. Reasonable time period for improvement.
  4. Possible consequences for non-improvement
- E. If any evaluation of an employee be used in a disciplinary proceeding, the Board is responsible to show the reason for its inclusion.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement: "considering all factors, the work performance of this employee is effective, developing, needs support (check one)".
- G. The Evaluation Form(s) are located on the website on the Transparency Page

### **Article 11 - Seniority**

- A. Seniority is defined as the length of a bargaining unit employee's continuous and uninterrupted employment in a particular seniority classification of this bargaining unit from the employee's initial hire date in that classification. Time spent on layoff or unpaid leave of absence does not constitute an interruption of employment and does not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. If an employee moves from one classification to another, seniority in the classification from which the employee moves shall be frozen, rather than terminated, provided there is no break in continuous employment. An employee working in dual classifications accrues seniority in both classifications.
- B. The seniority classifications of this bargaining unit are as follows:
1. Paraprofessional
  2. Custodial
  3. Food Service
  4. Secretary
- C. The Board shall prepare and maintain a seniority roster showing the length of service of each bargaining unit employee within the respective classifications. A copy will be furnished to the Association annually. If no objection is received by the Board within thirty (30) days as to the seniority list's accuracy, the Board's list is considered conclusive.
- D. Seniority is broken for the following reasons:
1. The employee quits.
  2. The employee is discharged and not reinstated through the Grievance Procedure;

3. The employee is absent over two (2) workdays without properly notifying Management, unless a satisfactory reason is given;
  4. The employee fails to return to work within five (5) workdays after being notified by certified mail to report to work and does not give a satisfactory written reason for the absence;
  5. The employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff period, not to exceed two (2) years; or
  6. The employee retires.
  7. A retired employee who returns to work in a bargaining unit position is treated as a new hire for seniority purposes.  
The Board has the exclusive right to determine whether to rehire an employee who has terminated employment with the District. When that employee is rehired, the Association and Board will determine how to place the employee on the salary schedule. If the parties cannot agree, the new hire will be placed on the beginning step of the wage schedule in the classification to which they are assigned.
- E. For those employees offered a position on the same date, a random drawing will be conducted by the Superintendent/designee and the Association President/designee to determine who is ranked higher on the seniority list. However, a newly-hired employee with recent substitute experience [within the last twelve (12) months] at Unionville-Sebewaing in the same classification is placed ahead of another new employee in the same classification who is hired on the same date.

### **Article 12 - Professional Compensation**

- A. The salaries of support staff covered by this Agreement are set forth in pay schedule. Step placement is established by this Agreement.
- B. Newly-employed, or retired support staff with experience, may be placed at the same step on the salary schedule (maximum 7 years) as if they had worked at USA Schools during those same school years.
- C. This Agreement does not prevent the Board from offering employment incentives to attract new employees for bargaining unit positions.

### **Article 13 - Vacancies, Transfers, and Promotion**

- A. A vacancy is defined as a position which is unfilled because it is newly created or because the employee who previously held the position permanently separated from employment. Vacancies shall be publicized by providing the Association President with a written notice

of such vacancy if the Board, in its discretion, determines the vacancy should be filled. The Board may fill vacancies on an interim basis while they are posted.

- B. All vacancies will be posted in each District building for at least ten (10) calendar days. Interested employees may apply in writing to the Superintendent/designee, within the ten (10) calendar day posting period. A written notice will be sent to each bargaining unit employee who was an unsuccessful applicant for a posted position.
- C. For a promotion or transfer, the employee selected will receive a thirty (30) workday trial period in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during this trial period, the employee will be returned to his/her previous assignment. Each employee shall have one (1) trial period per promotion or transfer. If the employee returns to his/her previous position, any negative performance reviews will not be placed in the employee's personnel file.
- D. A supervisor may at any time require an employee to temporarily assume the duties of another employee. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit for two (2) workdays or more will be paid either the rate of the position from which he/she is transferred or the comparable (step) of the new classification, whichever is greater.
- E. Vacancies will be filled based on certification, experience, qualifications, and length of service in the District. The Board shall award the vacancy to the individual whom the Board, in its discretion, determines is most qualified.
- F.
- G. Nothing in this Article precludes the administration from filling a vacancy from outside the bargaining unit.

#### **Article 14 - Reduction and Recall**

- A. The Board reserves the sole discretion to determine the necessity to reduce and/or recall employees.
- B. In the event of a layoff, an employee with the least amount of service within the affected classification will be laid off first provided other employees possess the necessary qualifications and certifications to perform the job and have no disciplinary record in their file from the past two (2) years. Employees who are laid off shall retain the amount of service they had accrued at the time of layoff, up to a maximum of two (2) years and shall not accumulate additional seniority time during the layoff.
- C. When employees are recalled to work after a layoff, those employees with the greater length of seniority, qualifications, and certification in the affected classification will be recalled first.
- D. Laid-off or discharged probationary employees shall not have recourse to this Agreement.

- E. Employees shall submit a two (2) week notice of their intent to terminate services with the Board.
- F. When possible, employees will be provided with advance notice of an impending layoff.

### **Article 15 - Work Year, Workweek, Workday**

- A. The normal work year for school year employees shall approximate the school calendar established by the Board. This provision, however, does not constitute a guarantee of work and shall not be deemed to be violated if school year employees do not work the same days or number of days as other employees.
- B. The normal workday, workweek, and maximum hours for the week for all bargaining unit employees will be determined by the Board. Supervisors will make every attempt to schedule employees up to their weekly hour limit.
- C. Minimum call-in time to report employee absences shall be not less than one (1) hour before the assigned start time. This one (1) hour call-in time is waived for a documented emergency.
- D. Any work performed over forty (40) hours per week will be paid at this rate of time and on-half (1 ½). All overtime must be approved in advance by the employee's supervisor.

### **Article 16 – Leave Pay**

- A. The Board shall continue to provide personal business days for regular permanent employees who currently receive such days in accordance with existing procedures.
  - 1. All regular permanent employees shall receive up to nine (9) paid personal business days per year. These leave days may be used for illness-related absences or personal business which requires the employee's presence during the workday and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular work hours. A written application for personal business must be submitted to the Superintendent/designee for approval at least three (3) workdays in advance (except for an emergency when shorter notice may be acceptable).
  - 2. Unused leave days may accumulate up to a maximum of twenty-five days. Accumulated days may only be used for illness related absences of employees or to care for employee family members. All requests for accumulated leave days must be submitted for approval, as soon as possible. The Board may require a doctor's note documenting the illness or may, at any time, at its expense, require an employee to submit to an examination by a physician.

3. Accumulated leave days more than the maximum twenty-five (25) days will be paid to the employee at thirty-five percent (35%) the average daily rate based on the employee's weekly schedule.
- B. An employee will be granted a maximum of three (3) bereavement days to attend the funeral of a member of his/her immediate family. All requests for leave time for funerals must be submitted in advance to the Superintendent/designee. These days are not chargeable to the personal business days.
- C. Immediate family is defined as the employee's spouse, child, parent, sibling, grandchild, grandparent, sibling-in-law, son-in-law, daughter-in-law, parent-in-law.
- D. Upon retirement, employees will be paid thirty-five percent (35%) of the average daily rate based on the employee's weekly schedule for unused leave days up to a maximum of twenty-five (25) days.
- E. No days may be used before or after a school holiday/break without prior approval from their supervisor, except for a documented illness or funeral of an immediate family member. Employees cannot use their personal business days on scheduled workdays the first or last week of the school year or before or after a holiday/break except for a documented illness or funeral of an immediate family member as identified in letter C above.
- F. Unpaid days may be granted at the discretion of the Superintendent/designee. All requests for unpaid days must be submitted in writing to the Superintendent/designee at least three (3) days in advance when possible. A doctor's note may be required if the absence is due to illness. An employee may be disciplined for unexcused absences.
- G. On nonscheduled workdays, during times such as winter break, spring break, or after the school year is completed, employees can submit up to six (6) personal days for reimbursement.

### **Article 17 - Leaves of Absence**

Employees may apply in writing for a paid or unpaid leave of absence which is subject to Board approval.

### **Article 18 – Holidays**

- A. All regular permanent bargaining unit employees shall receive Thanksgiving Day, Christmas Day, New Years Day, Good Friday, and Memorial Day.
  1. The employee is a regular permanent employee as of the date of the holiday.

2. When a holiday falls on a Saturday or Sunday, the Board has the right to observe the holiday on the preceding Friday or the following Monday or observe the holiday on another day that is mutually agreeable to the Board and Association.
3. The employee must have worked the last scheduled workday before a paid holiday and the next scheduled workday after the holiday within the employee's scheduled work week, except when school is not in session, the employee works on the holiday or is on an approved paid sick leave day, or the supervisor approves an unpaid day.
4. An employee eligible under the above provisions shall be paid for the holiday by receiving his/her regular hourly rate multiplied by 20% of his/her regular weekly hours.
5. An employee who is required to work on any of the above designated holidays shall receive his/her regular hourly rate for all hours worked on the holiday in addition to the holiday pay.

### **Article 19 – Health Insurance**

The Board will provide insurance to regular permanent employees who are employed on average at least thirty (30) hours per week as outlined in the Affordable Care Act (ACA) at employee cost.

A. SOLE DISCRETION

The selection of the District's insurance carrier and insurance plans is at the Board's discretion.

B. RELIEVED FROM LIABILITY

The Board is relieved from all liability as to the extent of benefits provided by the carrier.

C. POLICY RULES AND REGULATIONS

All insurance coverages are offered subject to the rules, regulations, and policy of the Board-selected insurance carrier. Upon acceptance by the carrier of the employee's written application of the employee, the Board shall provide premium payments as provided by this Article. The Board's obligation is limited to the insurance coverage specified by the Board.

D. APPLICATION

The employee must complete an application and submit it to the Board/designee before coverage takes effect.

E. DUAL ENROLLMENT

Employees may not sign up for health insurance coverage if it results in dual enrollment with another insurance carrier for the employee, the employee's spouse, and/or dependents. The Board will terminate the employee's insurance if this provision is violated. Changes



in family status and/or insurance coverage eligibility shall be reported, in writing, by the employee to the Board/designee within ten (10) days of such change.

F. TERMINATION OF HEALTH INSURANCE

Premium payments will be made twelve (12) months per year for each eligible employee who is on active duty. Insurance premium payments will terminate immediately when an employee is on an unpaid leave of absence, is laid off, or is terminated for any reason. An employee in such circumstances may be eligible to purchase health insurance in accordance with COBRA.

G. INSURANCE

The Board-approved health insurance will be available to eligible full-time, twelve-month regular permanent bargaining employees. If any eligible employee opts not to receive the employer-provided health insurance, the Board will provide a Cash- in-Lieu payment of one hundred fifty (\$150.00) dollars per month. To be eligible, (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

H. Employees may purchase other insurance plans, pretax through payroll deduction as outlined in the Board Adopted Section 125 plan. A list of eligible plans (subject to change by mutual consent) is listed in Appendix B.

### **Article 20 - Act of God Days**

All regular permanent employees are eligible to receive payment equal to their regular daily wages for up to four (4) Act of God days annually, subject to the following conditions:

- A. The Board receives full reimbursement for those days from local, state, and federal sources.
- B. Employees would have been at work on such days except for the Board declaring the days as Act of God days. Employees who are sick or were scheduled to be absent because of a previously arranged absence due to a funeral or personal day will use the "Act of God" day and retain their personal business or sick day.
- C. The Board has the right to instruct employees to report for work on Act of God days. If employees are instructed to work on those days they shall be paid their regular hourly rate for all hours worked, plus the Act of God day wages.

### **Article 21 - Negotiations Procedures**

- A. At least by May 1st, the parties shall begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

- B. In any negotiations described in this Article, neither party has control over the selection of the other party's bargaining representatives, and each party may select its representatives from within or outside the District. No final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and to make concessions in the course of bargaining, subject to ultimate ratification.

### **Article 22 - Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other is not obligated to bargain collectively as to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding, or modification of any of the terms, conditions, or covenants in this Agreement is made by any employee or group of employees with the Board unless executed in writing between the parties and the same has been ratified by the Board and the Association.

### **Article 23 - Miscellaneous Provisions**

- A. This Agreement supersedes any contrary or inconsistent terms contained in any individual contract in effect. All future individual contracts are made expressly subject to this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is found contrary to law, then that provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this agreement can be found online under the transparency tab.

## Article 24 - Duration of Agreement

This Agreement shall become effective when it is ratified and signed by the parties. This Agreement shall expire on June 30, 2027. This Agreement shall not be extended orally and shall expire on the date indicated.

UNIONVILLE-SEBEWAING  
AREA SCHOOLSDate: 6/27/2024UNIONVILLE-SEBEWAING  
EDUCATIONAL SUPPORT PERSONNELDate: 6/27/2024

**Appendix A - Compensation****PARAPROFESSIONAL**

STEPS	2024-2025	2025-2026	2026-2027
1	13.00	13.00	13.00
2	13.50	13.50	13.50
3	14.00	14.00	14.00
4	14.50	14.50	14.50
5	15.00	15.00	15.00
6	15.50	15.50	15.50
7	16.00	16.00	16.00
8	16.50	16.50	16.50
8	17.00	17.00	17.00
9	17.50	17.50	17.50
11	18.00	18.00	18.00
12	18.50	18.50	18.50

**FOOD SERVICE**

STEPS	2024-2025	2025-2026	2026-2027
1	13.00	13.00	13.00
2	13.50	13.50	13.50
3	14.00	14.00	14.00
4	14.50	14.50	14.50
5	15.00	15.00	15.00
6	15.50	15.50	15.50
7	16.00	16.00	16.00
8	16.50	16.50	16.50
9	17.00	17.00	17.00
10	17.50	17.50	17.50
11	18.00	18.00	18.00
12	18.50	18.50	18.50

**COOK MANAGERS**

<b>STEPS</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
1	13.20	13.20	13.20
2	13.70	13.70	13.70
3	14.20	14.20	14.20
4	14.70	14.70	14.70
5	15.20	15.20	15.20
6	15.70	15.70	15.70
7	16.20	16.20	16.20
8	16.70	16.70	16.70
9	17.20	17.20	17.20
10	17.70	17.70	17.70
11	18.20	18.20	18.20
12	18.70	18.70	18.70

**HEAD COOK**

<b>STEPS</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
1	13.90	13.90	13.90
2	14.40	14.40	14.40
3	14.90	14.90	14.90
4	15.40	15.40	15.40
5	15.90	15.90	15.90
6	16.40	16.40	16.40
7	16.90	16.90	16.90
8	17.40	17.40	17.40
9	17.90	17.90	17.90
10	18.40	18.40	18.40
11	18.90	18.90	18.90
12	19.40	19.40	19.40

**SECRETARY**

STEPS	2024-2025	2025-2026	2026-2027
1	13.75	13.75	13.75
2	14.25	14.25	14.25
3	14.75	14.75	14.75
4	15.25	15.25	15.25
5	15.75	15.75	15.75
6	16.25	16.25	16.25
7	16.75	16.75	16.75
8	17.25	17.25	17.25
9	17.75	17.75	17.75
10	18.25	18.25	18.25
11	18.75	18.75	18.75
12	19.25	19.25	19.25

**CUSTODIANS**

STEPS	2024-2025	2025-2026	2026-2027
1	13.30	13.30	13.30
2	13.80	13.80	13.80
3	14.30	14.30	14.30
4	14.80	14.80	14.80
5	15.30	15.30	15.30
6	15.80	15.80	15.80
7	16.30	16.30	16.30
8	16.80	16.80	16.80
9	17.30	17.30	17.30
10	17.80	17.80	17.80
11	18.30	18.30	18.30
12	18.80	18.80	18.80

Longevity: All support staff shall receive additional salary as a longevity payment beginning with their thirteenth (13th) year of service at Unionville Sebawaing Area School District. In years 13-24, they will receive \$20 per year of service. In years 25+, they will receive \$40 per year of service.

## Appendix B – MEC Insurance

### Unionville-Sebewaing Area School District Minimum Essential Coverage Plan

Coverage	Description
<b>Bacteriuria screening: pregnant women</b>	Urinary tract or other infection screening for pregnant women.
<b>Blood pressure screening in adults</b>	For adults aged 18 years or older.
<b>BRCA risk assessment and genetic counseling/testing</b>	Screening for women who have family members with breast, ovarian, tubal, or peritoneal cancer with one of several screening tools designed to identify a family history that may be associated with an increased risk for potentially harmful mutations in breast cancer susceptibility genes ( <i>BRCA1</i> or <i>BRCA2</i> ). Women with positive screening results should receive genetic counseling and, if indicated after counseling, BRCA testing.
<b>Breast cancer preventive medications</b>	For women who are at increased risk for breast cancer.
<b>Breast cancer screening</b>	For women age 40 and older, every 1 to 2 years.
<b>Breastfeeding counseling</b>	Support during pregnancy and after birth to promote and support breastfeeding.
<b>Cervical cancer screening</b>	For women ages 21 to 65 years with cytology (Pap smear) every 3 years or, for women ages 30 to 65 years who want to lengthen the screening interval, screening with a combination of cytology and human papillomavirus (HPV) testing every 5 years.
<b>Chlamydia screening: women</b>	For sexually active women age 24 years or younger and in older women who are at increased risk for infection.
<b>Cholesterol abnormalities screening: men 35 and older</b>	For men age 35 years and older for lipid disorders.
<b>Cholesterol abnormalities screening: men younger than 35</b>	Screening for men ages 20 to 35 years for lipid disorders if they are at increased risk for coronary heart disease.
<b>Cholesterol abnormalities screening: women 45 and older</b>	Screening for women age 45 years and older for lipid disorders if they are at increased risk for coronary heart disease.
<b>Cholesterol abnormalities screening: women younger than</b>	Screening for women ages 20 to 45 years for lipid disorders if they are at increased risk for coronary heart disease.

**Unionville-Sebewaing Area School District  
Minimum Essential Coverage Plan**

Coverage	Description
<b>Colorectal cancer screening</b>	For adults beginning at age 50 years and continuing until age 75 years. The risks and benefits of these screening methods vary.
<b>Dental caries prevention: infants and children up to age 5 years</b>	Application of fluoride varnish to the primary teeth of all infants and children starting at the age of primary tooth eruption in primary care practices. Oral fluoride supplementation starting at age 6 months for children whose water supply is fluoride deficient.
<b>Depression screening: adolescents</b>	Screening for adolescents (ages 12-18 years) for major depressive disorder when systems are in place to ensure accurate diagnosis, psychotherapy (cognitive-behavioral or interpersonal), and follow-up.
<b>Depression screening: adults</b>	Screening for adults for depression when staff-assisted depression care supports are in place to assure accurate diagnosis, effective treatment, and follow-up.
<b>Diabetes screening</b>	Screening for abnormal blood glucose as part of cardiovascular risk assessment in adults aged 40 to 70 years who are overweight or obese. Clinicians should offer or refer patients with abnormal blood glucose to intensive behavioral counseling interventions to promote a healthful diet and physical activity.
<b>Falls prevention in older adults: exercise or physical therapy</b>	Exercise or physical therapy to prevent falls in community-dwelling adults age 65 years and older who are at increased risk for falls.
<b>Falls prevention in older adults: vitamin D</b>	Vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at increased risk for falls.
<b>Folic acid supplementation</b>	For all women planning or capable of pregnancy take a daily supplement containing 0.4 to 0.8 mg (400 to 800 µg) of folic acid.
<b>Gestational diabetes mellitus screening</b>	Screening for gestational diabetes mellitus in asymptomatic pregnant women after 24 weeks of gestation.
<b>Gonorrhea prophylactic medication: newborns</b>	Prophylactic ocular topical medication for all newborns for the prevention of gonococcal ophthalmia neonatorum.
<b>Gonorrhea screening: women</b>	Screening for gonorrhea in sexually active women age 24 years or younger and in older women who are at increased risk for infection.



**Unionville-Sebewaing Area School District  
Minimum Essential Coverage Plan**

Coverage	Description
<b>Healthy diet and physical activity counseling to prevent cardiovascular disease: adults with cardiovascular risk factors</b>	Offering or referring adults who are overweight or obese and have additional cardiovascular disease (CVD) risk factors to intensive behavioral counseling interventions to promote a healthful diet and physical activity for CVD prevention.
<b>Hearing loss screening: newborns</b>	Screening for hearing loss in all newborn infants.
<b>Hemoglobinopathies screening: newborns</b>	Screening for sickle cell disease in newborns.
<b>Hepatitis B screening: non-pregnant adolescents and adults</b>	Screening for hepatitis B virus infection in persons at high risk for infection.
<b>Hepatitis B screening: pregnant women</b>	Screening for hepatitis B virus infection in pregnant women at their first prenatal visit.
<b>Hepatitis C virus infection screening: adults</b>	Screening for hepatitis C virus (HCV) infection in persons at high risk for infection. One-time screening for HCV infection to adults born between 1945 and 1965.
<b>High blood pressure in adults: screening</b>	Screening for high blood pressure in adults aged 18 years or older and obtaining measurements outside of the clinical setting for diagnostic confirmation before starting treatment.
<b>HIV screening: non-pregnant adolescents and adults</b>	Screening for HIV infection in adolescents and adults ages 15 to 65 years. Younger adolescents and older adults who are at increased risk should also be screened.
<b>HIV screening: pregnant women</b>	Screening for all pregnant women for HIV, including those who present in labor who are untested and whose HIV status is unknown.
<b>Hypothyroidism screening: newborns</b>	Screening for congenital hypothyroidism in newborns.
<b>Intimate partner violence screening: women of childbearing age</b>	Screening for women of childbearing age for intimate partner violence, such as domestic violence, and provide or refer women who screen positive to intervention services. This applies to women who do not have signs or symptoms of abuse.

**Unionville-Sebewaing Area School District  
Minimum Essential Coverage Plan**

Coverage	Description
<b>Lung cancer screening</b>	Annual screening for lung cancer with low-dose computed tomography in adults aged 55 to 80 years who have a 30 pack-year smoking history and currently smoke or have quit within the past 15 years. Screening should be discontinued once a person has not smoked for 15 years or develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery.
<b>Obesity screening and counseling: adults</b>	Screening all adults for obesity. Clinicians should offer or refer patients with a body mass index of 30 kg/m <sup>2</sup> or higher to intensive, multicomponent behavioral interventions.
<b>Obesity screening and counseling: children</b>	Screening for children age 6 years and older for obesity and offer them or refer them to comprehensive, intensive behavioral interventions to promote improvement in weight status.
<b>Osteoporosis screening: women</b>	Screening for osteoporosis in women age 65 years and older and in younger women whose fracture risk is equal to or greater than that of a 65-year-old white woman who has no additional risk factors.
<b>Phenylketonuria screening: newborns</b>	Screening for phenylketonuria in newborns.
<b>Preeclampsia Screening</b>	Screening for preeclampsia in pregnant women with blood pressure measurements throughout pregnancy.
<b>Preeclampsia prevention: aspirin</b>	Prescribe a low-dose aspirin (81 mg/d) as preventive medication after 12 weeks of gestation in women who are at high risk for preeclampsia.
<b>Rh incompatibility screening: first pregnancy visit</b>	Rh (D) blood typing and antibody testing for all pregnant women during their first visit for pregnancy-related care.
<b>Rh incompatibility screening: 24–28 weeks' gestation</b>	Repeated Rh (D) antibody testing for all unsensitized Rh (D)-negative women at 24 to 28 weeks' gestation, unless the biological father is known to be Rh (D)-negative.
<b>Sexually transmitted infections counseling</b>	Intensive behavioral counseling for all sexually active adolescents and for adults who are at increased risk for sexually transmitted infections.

**Unionville-Sebewaing Area School District  
Minimum Essential Coverage Plan**

Coverage	Description
<b>Skin cancer behavioral counseling</b>	Counseling children, adolescents, and young adults ages 10 to 24 years who have fair skin about minimizing their exposure to ultraviolet radiation to reduce risk for skin cancer.
<b>Statin preventive medication: adults ages 40-75 with no history of CVD, 1 or more CVD risk factors, and a calculated 10-year CVD event risk of 10% or greater</b>	Identification of dyslipidemia and calculation of 10-year CVD event risk requires universal lipids screening in adults ages 40 to 75 years.
<b>Tobacco use counseling and interventions: non-pregnant adults</b>	U.S. Food and Drug Administration (FDA)–approved pharmacotherapy for cessation to adults who use tobacco.
<b>Tobacco use counseling: pregnant women</b>	Provides behavioral interventions for cessation to pregnant women who use tobacco and advising pregnant women to stop smoking.
<b>Tobacco use interventions: children and adolescents</b>	Provides interventions, including education or brief counseling, to prevent initiation of tobacco use in school-aged children and adolescents.
<b>Tuberculosis screening: adults</b>	Screening for latent tuberculosis infection in populations at increased risk.
<b>Syphilis screening: non-pregnant persons</b>	Screening for persons at increased risk for syphilis infection.
<b>Syphilis screening: pregnant women</b>	Screenings for all pregnant women for syphilis infection.
<b>Visual acuity screening in children</b>	Vision screening for all children at least once between the ages of 3 and 5 years, to detect the presence of amblyopia or its risk factors.

**Appendix C - Section 125 Options**

Employees may purchase other insurance plans, pretax through payroll deduction as outlined in the Board Adopted Section 125 plan.

List of eligible plans (subject to change by mutual consent) include:

Disability Insurance  
Vision Insurance  
Flexible Spending Account for Medical and Dependent Care  
Life Insurance  
Cancer Insurance  
Critical Illness Insurance  
Accident Insurance  
403b Retirement  
Health Savings Account (for those who qualify)  
Medical Insurance Premiums (for those who qualify,)



Unionville-Sebewaing Area  
School District & Board  
2203 Wildner Rd.  
Sebewaing, MI 48759  
Ph. 989.883.2360  
Fax. 989.883.9021  
www.think-usa.org



USA Middle/High Schools  
2203 Wildner Rd.  
Sebewaing, MI 48759  
Ph. 989.883.2534  
Fax. 989.883.8739

USA Elementary School  
7836 Unionville Rd.  
Unionville, MI 48767  
Ph. 989.883.9147  
Fax. 989.883.8183

### Letter of Agreement

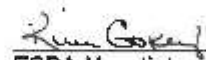
This Letter of Agreement is entered into by the Unionville-Sebewaing Area School District and the Unionville-Sebewaing Educational Support Personnel Association (EPSA) which will be attached to the 2024-2027 Bargaining Agreement between the parties.

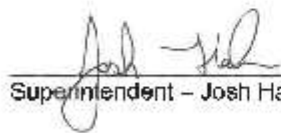
#### Article 19 Insurance

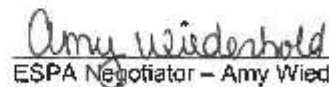
Employees currently eligible for health insurance paid by the district up to the hard cap and Dental, vision, LTD, and life insurance will continue to receive the same level of benefits that they historically received. These same employees are also the employees eligible for the cash in lieu payment of \$150.00 per month in the event they do not take the insurance benefits offered.

The eligible employee for Full Family Subscriber is: Michele Schamber.

  
Board President – Mark Zimmer

  
EPSA Negotiator – Kim Gokey

  
Superintendent – Josh Hahn

  
EPSA Negotiator – Amy Wiederhold

8/12/24  
Date:

8/22/24  
Date:

**Unionville-Sebewaing Area  
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**USA Elementary School**  
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Ph. 989.883.9147  
Fax. 989.883.9193

### Letter of Agreement

This Letter of Agreement is entered into by the Unionville-Sebewaing Area School District and the Unionville-Sebewaing Educational Support Association.

#### Leave Pay:

If an ESP staff member wishes to use three (3) or more days consecutively, they need to get prior approval from their supervisor.

  
Board President – Mark Zimmer

  
ESPA Negotiator – Kim Gokey

  
Superintendent – Josh Hahn

  
ESPA Negotiator – Amy Wiederhold

1-14-25  
Date

**Unionville-Sebewaing Area  
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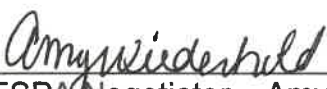
#### Jury Pay:

Absence when a support staff member is called for jury service. The Board is obligated only to pay the difference between jury pay and regular school salary. The support staff member will receive his/her regular paycheck and reimburse the District the amount received for jury duty not including reimbursement for meals or mileage except on an Act of God Day.

  
Board President – Mark Zimmer

  
ESPA Negotiator – Kim Gokey

  
Superintendent – Josh Hahn

  
ESPA Negotiator – Amy Wiederhold

1-14-25  
Date