



Livingston
**EDUCATIONAL
SERVICE** Agency

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

Inquiries regarding non-discrimination policies should be directed to the Superintendent.

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Definitions

The following terms are defined:

- A. **Board.** The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- B. **Day.** The term, Day, denotes a working day unless otherwise stated. A working day is any day during which any part of the Agency is scheduled to be in operation according to the Agency's Operational Calendar.
- C. **Agency.** The term, Agency, denotes the Livingston Educational Service Agency.
- D. **Employer.** The term, Employer, denotes the Board, the Superintendent, and their designees.
- E. **Superintendent.** The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- F. **Year.** The term, Year, denotes a consecutive 12-month (365 calendar day) interval.

Applicability

This document represents Salary Schedules, Fringe Benefits, Working Conditions and other Rules and Regulations applicable to employees who are not affiliated with the unions. It will be made available to all affected employees, annually.

These provisions shall apply without discrimination to those positions noted in Appendix 2.

Personnel

Qualifications for Positions

All persons employed will be expected to meet employment qualifications required by state law or regulations, and by the Board. Persons employed for positions for which no minimum qualifications are mandated by state law or regulations will meet the qualifications established by the Board. It is assumed that the Board may adopt standards in excess of the minimum required by the state.

Posting Positions

Whenever positions become vacant or newly established, the Superintendent or designee shall publicize such positions by announcements and postings.

Individual Contracts

Non- Administrative Employees

Nothing in this handbook nor any written or oral statements or personnel policies made now or in the future is intended to create or to constitute an employment agreement with non-administrative employees. Livingston Educational Service Agency may, at any time, with or without notice, amend, modify or eliminate any of its policies, including those set forth herein.

The employment relationship of non-administrative employees covered by this handbook may be terminated with or without cause and with or without notice at any time at the option of either the Employee or the Livingston Educational Service Agency. Therefore, non-administrative employees may be terminated, with or without cause, and with or without notice, at any time, at the option of the

Board. No supervisor, employee, or individual representative of the Agency or Board has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to this provision.

Assignment	Must Comply With			
	Division /Scale	MCL 380.1229	MCL 380.1246	MCL 380.1249
Executive Assistant to Superintendent & Community Relations Supervisor	1/5	No	No	No
Human Resource, Payroll & Benefits Supervisor	4/1	No	No	No
Great Start Collaborative Coordinator	5/2	No	No	No
Early/Middle College Coordinator	6/1	No	No	No
Career & College Readiness Coordinator CTE Coordinator	6/1	No	No	No
Transportation Supervisor	8/1	No	No	No
Transportation Associate Supervisor	8/2	No	No	No

Administrative Employees

All Administrators covered by this handbook shall generally be employed under written individual one-year contracts except Administrators having at least five (5) years' service in a current or like LESA Administrative position shall be placed on a two-year contract of employment to be renewed on or before July 1 of each year for a subsequent two-year period. This provision shall not apply to any administrator whose annual evaluation of performance cites deficiency. Administrators having fewer than five (5) years' service may be placed on a multi-year contract at the discretion of the Superintendent.

Public School Administrator Per MCL 423.201(g):

Assignment	Must Comply With			
	Division /Scale	MCL 380.1229	MCL 380.1246	MCL 380.1249
Assistant Superintendent for Administrative Services Assistant Superintendent for Special Education Assistant Superintendent for Early Learning Assistant Superintendent for Secondary Learning	1 / 1	Yes	Yes	Yes
Executive Director for Career Development	1 / 2	Yes	Yes	Yes
Director for Special Education/ Director of Early Childhood Special Education	2/1-2	Yes	Yes	Yes
Assistant Director of Special Education	2/3-5	Yes	Yes	Yes
Director for Alternative Education and Adult Education	7 / 1	Yes	Yes	Yes

Other Agency Administrators:

Assignment	Must Comply With			
	Division/S cale	MCL 380.1229	MCL 380.1246	MCL 380.1249
Executive Director for Transportation Services	1/1	Yes	No	No
Director of Communications	1 / 4	Yes	No	No

Program Improvement & Accountability Administrator	2/1-2	Yes	Yes	Yes
Director for GSRP/Head Start	5 / 1	Yes	Yes	No
Finance & Budget Director	3 / 1	Yes	No	No

MCL 380.1229 – Employment & Nonrenewal

MCL 380.1246 – Certification Requirements

MCL 380.1249 – Performance Evaluation

Working Day

The working period under these policies will be the amount of time necessary to carry on tasks in an effective and efficient manner. Because of this, length of the day may vary from time to time and from position to position depending upon demands that are created by the specific situation.

All administrators and supervisors are classified as “Exempt” under the Fair Labor Standards Board and compensation schedules are based on 8-hours per day for 255 days, for a total annual work schedule of 2,040 hours.

Holidays shall be considered paid days. A calendar of scheduled holidays is included in [Appendix 1](#).

When a school day/work day is cancelled by the Superintendent (or designee) and/or via a State/Local government directive, Administrators and Supervisors are expected to keep their work current and on schedule. Accordingly, when their work site is closed because of inclement weather or other similar reasons, they are still expected to be productive whether at a remote location (including home) or by traveling when safe to their work site. Cancelled school days are not days off, but it is understood that productivity that day may be less than when the work site is open.

Health and Medical Conditions

When, in the opinion of the Superintendent, performance of the employee is adversely affected by his/her health, the Superintendent may request the employee to obtain a medical examination by a physician selected by the Agency at the expense of the Agency.

Personnel File Review

Each employee may, with reasonable prior request, review the contents of his/her personnel file as maintained by the Superintendent or his/her designee. If the employee wishes, another employee may be present during the review.

Personnel File Additions

An employee will be notified in writing when material is to be placed in his/her file, which might adversely affect his/her evaluation. The employee may submit explanatory notes to be attached to each copy.

Complaints

A copy of any formal written complaints directed toward an employee shall be forwarded to the employee.

Transfers

If an employee is interested in being considered for an assignment to another vacant position, the employee may file a written notice of interest with the Superintendent. If the employee is not selected to fill the vacancy, he/she will be notified.

The Superintendent may at his/her discretion, permanently or temporarily, assign and transfer employees to positions within the Agency.

Layoff

If the Superintendent determines layoffs for Administrators are necessary, the Administrator to be laid off will be given notice of the impending layoff. The Administrator will remain subject to recall for one (1) year from the effective date of the layoff.

Professional Dress

Employees should dress appropriately for their assigned work, which typically includes traditional or business casual attire. Business casual attire includes casual slacks and skirts, collared shirts, blouses, or sweaters. Inappropriate attire includes sportswear/yoga pants, and clothing that exposes the leg more than two inches above the knee or clothing that has a low neckline. Jeans may be worn with approval from your supervisor and leggings may be worn under other appropriate clothing.

Staff Meetings

Employees are required to attend all staff meetings scheduled, unless excused by the Superintendent. Each work team will announce time and place of the meeting far enough in advance to allow for attendance.

Attendance at Professional Conferences

The Agency favors participation by all employees in worthwhile conferences. It is recognized that this is part of professional growth for any employee, subject to budgetary limits.

All requests for conferences must be filed with the immediate supervisor prior to conference dates and must have approval of the immediate supervisor.

All out of state travel must receive prior approval from the Superintendent.

All travel involving overnight stays must receive approval in accordance with the established Agency policies.

The Agency will reimburse the employee for his/her reasonable travel, food, lodging, fees for conference registration, supplies and materials and all other allowable expenses. Itemized receipts must be presented before reimbursement will be made.

Employee's Attendance System

- A. On-Line absence reporting is required.
- B. An electronic form must be filled out by the employee and approved by the supervisor for all leaves.

Evaluation Procedure

The following procedure is to be followed:

- A. Annual evaluations shall be completed in accordance with established laws and Agency policies. A copy of the annual evaluation shall be provided to the employee.
- B. Annual evaluations shall be filed with the Superintendent by April 1st.

Problem Solving Process

The Superintendent or his/her designee will meet periodically with representatives of the employee group to discuss items of concern and opportunities for improvement.

Compensation and Fringe Benefits

Salaries

See Appendix 2 for all approved salary amounts.

Health Benefits

Benefits as outlined below shall not be pro-rated for part-time employees. (Example: a 0.8 FTE employee would be treated as a 1.0 FTE employee for purposes of health, dental, vision, and drug benefits.)

Health, Dental, Drug and Vision benefits

Employees shall be eligible for health, dental drug and vision benefits equal to those provided in the LIPSA Agreement. The same eligibility requirements and restrictions as noted in the LIPSA Agreement shall extend to employees in this employee group.

Alternative Coverage

Administrators shall be eligible for alternative coverage benefits equal to those provided in the LIPSA Agreement.

Termination of Insurance Coverage

All Agency-paid Health, Dental and Vision Benefits shall terminate dependent upon carrier agreements, but in no case later than the last day of the month of termination. Disability and Term Life Insurance benefits shall terminate on the last day of employment.

Employment for Less Than a Full Fiscal Year

Employees entering employment after the beginning of the contract year or terminating mid-year will be paid and receive benefits on a pro-rated basis based on the number of days worked at the Agency for that contract year.

Term Life Insurance

Upon the acceptance of a written application by the carrier, effective when the carrier's requirements are met, each employee shall be eligible for an Agency-paid term life insurance policy equal to the amount of the employee's salary. Employees with Agency-paid term life insurance have a 30-day conversion right upon termination of employment. Any employee electing his/her right of conversion

in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.

Workers' Compensation

Employees are covered by Workers' Compensation. All on-the-job accidents, as well as job-incurred injuries, however slight, must be reported promptly. Workers' Compensation is coordinated with earned sick time to ensure the consistency of daily wages while earned sick time is available. Accordingly, a portion of earned sick leave will be automatically deducted from the employee's sick bank to supplement approved Workers' Compensation. Once all sick time has been exhausted, the employee is no longer paid through the Agency and is only paid through Workers' Compensation for the period as defined in Michigan Law.

Reimbursement of Mileage and Expenses

Reimbursable expenses include all approved daily mileage as well as all prior-approved mileage and other expenses for evening meetings, conferences and visitation days. Other expenses include conference registration fees, necessary transportation, lodging and meals.

1. Basis for Mileage Reimbursement. Employees shall be reimbursed for mileage driven in excess of their commute from their first stop of the day to the last stop of the day.
2. Mileage Rate. Mileage shall be reimbursed at the same rate as the Internal Revenue Service approved rate.

Reimbursement for Coursework

If the Agency requires that an employee take a course, and the employee will not receive credit towards a degree at the time the course is taken, and the course will not contribute to continuing certification of approval or advancement on the salary schedule, the Agency will pay full tuition for the course.

Short-Term and Long-Term Disability

The short-term and long-term disability programs provided by the Agency to employees covered by this handbook shall be the same as those offered to members of the LIPSA Union (See Article 19 of the LIPSA Agreement) except as noted below.

If the pool falls below 25 days Employees shall be permitted to donate sick days, up to a maximum of five (5) days, after which each Employee with more than six (6) years of seniority with the Agency will contribute one (1) additional day of sick leave.

Board Paid 403(b)

Administrators that serve on the Superintendent's Executive Cabinet shall be eligible to receive a Board Paid 403(b) contribution that matches 100% of the individual Administrator's basic contribution (excluding any "catch-up" contributions) to the District's 403(b) plan, up to 6% of "Compensation" as defined in the 403(b) plan.

LEAVES OF ABSENCE

Authorized - With Pay

Sick Leave

Each 12-month Administrator shall be granted 13 (thirteen) sick leave days. An Administrator employed after the beginning of a school year or terminated before the end of his/her contract period shall be granted a prorated sick leave bank based on the number of days worked.

1. All sick leave days previously accumulated by an employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 150 days.
2. Criteria for utilization of sick leave days by an employee shall be:
 - a. Personal illness, injury, quarantine or medical appointments;
 - b. Serious illness in the immediate family, i.e., husband, wife, child, father or mother that requires the presence of the Administrator.
3. The employee shall notify their supervisor of his/her impending absence stating the period of leave and where he/she can be contacted during the day. Each employee shall give such notification prior to his/her scheduled on-the-job starting time.
4. The employee may be required by the Superintendent to give a written, signed statement from the employee's physician or from the employee indicating the reason for such absence when reporting to work on the first day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
5. Accumulated sick leave time shall terminate upon termination of employment.

Personal Business

All employees shall be granted three (3) days per year for personal business. Personal business days must have prior administrative approval. This leave shall be used only for the purpose of conducting business which requires the personal presence and attention of the employee and which cannot be conducted at alternative times which do not interfere with the duties of employment. The portion of personal business time not used by the employee by the end of the contract year shall be added to the individual sick leave bank.

Jury Duty

An employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the Court, not including travel allowances or reimbursement of expenses for each day on which he/she reports or performs jury duty on which he/she would otherwise have been scheduled to work.

An employee who is subpoenaed shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the employee's employment or in cases where the Agency is involved. Notwithstanding the above, paid released time shall not be granted for court appearances which are not connected with the employee's employment or in which the Agency is not involved, or where the employee is one of the defendants except in an Agency connected case in which the employee is acquitted.

Bereavement Leave

Each employee will be granted up to five (5) days of leave without loss of pay when a death occurs in his/her immediate family. Such leave may also be granted for other situations upon the approval of the immediate supervisor.

An employee shall notify their supervisor of his/her impending absence stating the period of leave and where he/she can be contacted.

Vacation

1. Employees shall receive 22 annual vacation days.
2. LESA Administrators & Supervisors shall not be permitted to carry over more than five (5) days of vacation time as of June 30th of each year from the previous year.
 - a. For staff members brought into the Administrator employee group on or after July 1, 2016, the maximum days allowed to be carried over will be as follows:

Fiscal Year	Maximum Days Accrued at June 30
1 st Fiscal Year in Admin. Group	30 days
2 nd Fiscal Year in Admin. Group	Lesser of 22 days, actual accrued days at the end of the 1 st Fiscal Year or actual accrued days at the end of the 2 nd Fiscal Year.
3 rd Fiscal Year in Admin. Group	Lesser of 14 days, actual accrued days at the end of the 2 nd Fiscal Year or actual accrued days at the end of the 3 rd Fiscal Year.
4 th Fiscal Year in Admin. Group	Lesser of 5 days, actual accrued days at the end of the 3 rd Fiscal Year or actual accrued days at the end of the 4 th Fiscal Year.

3. Employees may choose to “cash-out” up to 10 days of accrued vacation time at their regular rate of compensation on an annual basis. Requests should be made to payroll by June 1st of the current fiscal year and will be paid on the last pay of the fiscal year.
4. Administrators accepting retirement, disability leave, or terminating employment with the Agency prior to the completion of the full contracted year shall have earned vacation days pro-rated.

Miscellaneous Provision

Liability Insurance

Liability insurance shall be provided to cover Administrative staff in the performance of duties and services related to the Agency.

Appendix 1 – Holidays (15 Total)

1. New Year's Eve
2. New Year's Day
3. Good Friday
4. Memorial Day
5. July 4th Observed
6. Friday before Labor Day
7. Labor Day
8. Day before Thanksgiving Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve
12. Christmas Day
13. Day after Christmas
14. Additional Day after Christmas
15. Additional Day after Christmas

Appendix 2 - Administrator Employee Group Salary Scales

Division 1 - Central Administration	Scale	1	2	3	4	5	6	7
Assistant Superintendent	1	\$ 117,712	\$ 121,831	\$ 126,096	\$ 130,509	\$ 135,077	\$ 139,805	*
Executive Director for Career Development	2	\$ 107,033	\$ 110,756	\$ 114,632	\$ 118,644	\$ 122,797	\$ 127,095	*
Executive Director for Transportation Services	3	\$95,000 - \$110,000						
Director of Communications	4	\$ 78,000	\$ 80,730	\$ 83,556	\$ 86,480	\$ 89,507	\$ 92,640	*
Executive Assistant to Superintendent & Community Relations Supervisor	5	\$ 54,925	\$ 56,835	\$ 58,825	\$ 60,883	\$ 63,014	\$ 65,220	\$ 67,503

Division 2 - Special Education	Scale	1	2	3	4	5	6	7
Director for Special Education/ Early Childhood Special Education/Program Improvement & Accountability Administrator								
Special Education Directors	1	\$ 97,303	\$ 100,687	\$ 104,211	\$ 107,859	\$ 111,634	\$ 115,541	*
Special Education Assistant Directors	2	\$ 85,415	\$ 88,213	\$ 91,125	\$ 94,139	\$ 97,259	\$ 100,663	*
Division 3- Finance	Scale	1	2	3	4	5	6	7
Finance & Budget Director	1	\$ 97,303	\$ 100,687	\$ 104,211	\$ 107,859	\$ 111,634	\$ 115,541	*
Division 4 - Human Resources	Scale	1	2	3	4	5	6	7
Human Resource, Payroll and Benefits Supervisor	1	\$ 85,204	\$ 88,186	\$ 91,273	\$ 94,468	\$ 97,774	\$ 101,196	*
Division 5 - Early Childhood	Scale	1	2	3	4	5	6	7
Director for GSRP/Head Start	1	\$ 80,000	\$ 82,800	\$ 85,698	\$ 88,697	\$ 91,801	\$ 95,014	*
Great Start Collaborative Coordinator	2	\$ 53,574	\$ 56,253	\$ 59,066	\$ 62,019	\$ 65,120		
Division 6- Secondary Education	Scale	1	2	3	4	5		
Early Middle College Coordinator/Career And College Readiness Coordinator/CTE Coordinator	1	\$ 65,985	\$ 69,139	\$ 72,446	\$ 76,419	\$ 79,793		
Division 7- Alternative Education & Adult Education	Scale	1	2	3	4	5		
Director for Alternative Education & Adult Education	1	\$ 71,205	\$ 74,765	\$ 78,503	\$ 82,429	\$ 86,550		
Division 8 - Transportation	Scale							
Supervisor of Transportation	1			\$ 63,666	-	\$ 75,658		
Assoc. Supervisor of Transportation	2			\$ 44,344	-	\$ 63,048		

* Annual Phase-In of Step 7