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# ***EMPLOYEE HANDBOOK***

***FOR***

***CLASSIFIED EMPLOYEES***

Effective as of July 1, 2016

The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including employment opportunities. Inquiries regarding non-discrimination policies should be directed to the Superintendent.

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## Section 1 – Definitions

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The following terms are defined:

- A. **Agency.** Denotes the Livingston Educational Service Agency
- B. **Board.** Denotes the Livingston Educational Service Agency Board of Education.
- C. **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 unless operations have been suspended before 8:00 a.m. by the Employer.
- D. **Employee.** Denotes any person employed in any position defined in Paragraph 2, below.
- E. **Employer.** The term, Employer, denotes the Board, the Superintendent, and their designees.
- F. **Superintendent.** The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- G. **Year.** The term, Year, denotes a consecutive 12-month (365 calendar day) interval.

## Section 2 – Applicability

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These provisions shall apply without discrimination to any and all regular employees noted in appendix “A” employed by the Board.

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. 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.

Therefore, 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.

## Section 3 – Employment Procedures

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- A. Notice of each vacancy or new position shall first be posted within the Agency.
- B. During the above posting, any qualified Employee may apply using the Agency’s online application system. Failure to submit an application on or before the announced deadline date may disqualify the Employee from further consideration.
- C. Each Employee will be notified of the final disposition of his/her application.

- D. The Employer may transfer and place an Employee in a position. Such transfers and placements will be with prior notice.
- E. The Employer may grant part-time assignments to Employees who have met certain criteria for procedures as outlined below:
  - 1. Each request for a part-time assignment will be considered on its individual merits.
  - 2. The application shall be submitted in accordance with provisions in this Handbook.
  - 3. The particular circumstances surrounding each part-time assignment will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent.
  - 4. The decision of the Employer as to whether such part-time assignment shall be granted is final.
  - 5. The Employee may return to a full time assignment only when there is a vacancy. The Employer may change an Employee from part-time assignment to a full time assignment at the beginning of a new year.
  - 6. Unless otherwise indicated, the following conditions shall apply to part-time assignments: An Employee's seniority and increment shall accrue as with a full time assignment. Leave of absence days shall be pro-rated. Part-time employees will receive pro-ration of the compensation and fringe benefits (excluding income protection) for which they qualify. No other benefits shall accrue or apply. An Employee may retain medical, dental or life insurance at his/her expense in accordance with procedures established by the Employer and Insurance Carrier. Requests for part-time assignments shall be submitted in writing to the Deputy Superintendent and must have prior written approval before becoming effective.

## Section 4 – Compensation and Fringe Benefits

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- A. **Salary Schedule.** Appendix A, attached hereto, sets forth rates of compensation to be paid to Employees.
- B. **Overtime.** Overtime at 1-1/2 times the non-exempt Employee's straight-time rate shall be paid for all required actual work in excess of 40 hours in one week. All overtime must have prior administrative approval.
- C. **Health, Dental, and Vision benefits** (excluding Division VI, Scale 5 desktop technician)
  - 1. Employees shall be eligible for the following health, dental, and vision benefits upon acceptance of written applications by the benefit carrier and shall be effective when the requirements established by the benefit carrier are met.
  - 2. An Employee and an Employee's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive such insurance coverage if they are eligible to receive such insurance coverage through another employer, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the Employee or the Employee's family members and so states in writing to the Board, and (2) an Employee who has family members who receive

health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

3. The Employee will be eligible for Board-paid dental care insurance only if he/she does not receive such dental care insurance coverage through another employer. For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each school year. After that time any Employee with double health or dental coverage shall reimburse the Board the cost of his/her health or dental coverage for the duration of such double coverage.
4. Any changes in family status shall be reported by the Employee in writing to the Accounting Department within thirty (30) days of such changes. The Employee shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

5. Health benefits:

- a. The health benefit plan design shall be comparable to that offered to the LIPSA employee group.
- b. The Board shall contribute a maximum monthly amount towards health benefits for qualified employees in accordance with MCL 15.563. Such amounts are subject to adjustment by the State Treasurer annually. The maximum monthly amounts as of July 1, 2015 are as follows:

<b>Single</b>	<b>2-Person</b>	<b>Family</b>
\$512	\$1,071	\$1,396

6. Dental Benefits:

- a. Single subscriber, two person or full-family (as appropriate) self-funded dental benefits comparable to that offered to the LIPSA employee group.
- b. The Board shall contribute a maximum monthly amount towards dental benefits for qualified employees as of July 1, 2015 in the amounts noted below:

<b>Single</b>	<b>2-Person</b>	<b>Family</b>
\$37	\$85	\$107

- c. Dental Incentive Payment: Employees who elect dental benefits through the Agency as of July 1, 2016 for the Plan Year that begins July 1, 2016 shall be eligible for a dental care incentive payment based on single subscriber, two person, or full-family (as appropriate).

<b>January 2017 Dental Incentive Payment</b>		
<b>Single</b>	<b>2-Person</b>	<b>Family</b>
\$263	\$563	\$750

- d. The Board shall provide the dental care incentive payment as taxable compensation to eligible employees in January 2017.

- e. Future incentive payments are not guaranteed and are subject to change annually. To qualify for future incentive payments the Employee shall complete at least one cleaning with recommended x-rays between January 1<sup>st</sup> and November 30<sup>th</sup> of 2017 and submit evidence of such using the designated Agency form no later than December 1, 2017.

7. Vision Benefits. The Board shall provide vision benefits to those employees that elect health benefits, comparable to that offered to the LIPSA employee group. The Board shall contribute a maximum monthly amount towards vision benefits for qualified employees as of July 1, 2015 in the amounts noted below:

Single	2-Person	Family
\$10	\$10	\$10

D. Alternative Coverage. Any Employee who is ineligible for health care insurance as provided for above due to coverage elsewhere may elect in writing to receive an amount not to exceed \$40 per month in lieu of medical coverage. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either: 1) seek an alternate approved IRS transfer to benefits plan or, if such is not possible, 2) withdraw this provision.

E. Long Term Disability: Active full-time employees who work at least 25 hours per week on a regularly scheduled basis may elect to receive a long-term disability (LTD) benefit with a premium fully paid by the board. The LTD plan replaces 60% of the monthly income loss, subject to plan limitations and exclusions. Benefit payments will be reduced by other income received or eligible to be received in accordance with the plan documents. Employees must be disabled for 90 days before benefits may be payable.

F. Term Life Insurance. The board will pay the premium for each full time employee for a \$20,000 term life insurance policy.

Employees with Board-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. The term life insurance will apply only to those Employees actively at work when the policy is effective as defined above.

G. Termination of Insurance Coverages. All Board-paid fringe benefits shall terminate on the last day of employment with the Agency.

H. Worker's Compensation. All Employees are covered by Worker's Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly. A portion of earned sick leave or approved sick leave bank will be deducted as needed to make up a day's pay, with the portion being compensated by Worker's Comp. An Employee will be on unpaid status when they no longer have sick leave or approved sick leave bank time to utilize with Worker's Comp.

I. Income Protection. The Board will maintain a pool of sick leave days for full-time Employees (excluding Division II and Division VI). For each day an Employee is permitted to draw from the sick leave pool, he/she will receive 100% of his/her day's pay less any amounts the employee is eligible to receive from Social Security or Worker's Compensation benefits.

1. Establishment. Each new Employee will contribute one (1) day of his/her sick leave bank to

the sick leave pool each year until he/she has contributed six (6) days, after which no further contribution will be required except as provided for below.

2. Eligibility. An Employee may draw days from the sick leave pool under the following conditions:

- a. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
- b. He/she has been unable to work for 14 consecutive calendar days.
- c. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury.
- d. He/She has no more than 10 paid sick leave days available.

3. Use.

- a. During the first ninety (90) calendar days from illness/injury, an eligible Employee may draw a full day (equal in hours to their normal work day) from the sick pool for each working day of absence.
- b. At any time during or prior to an Employee's use of sick leave pool days, the Superintendent may require a doctor's statement that the Employee may not return to work. Failure to provide such a statement will justify immediate withdrawal of permission to continue to draw days from the sick leave pool. If either party does not agree with the Employee's doctor, the Employee may be required to obtain a second statement from a doctor mutually acceptable to the Employee and the Board. The requesting party will pay for the second statement.

4. Repayment. The Employee need not repay the pool for any days he/she had drawn from it. Application to draw from the pool must be renewed bi-weekly.

5. Restoration. When the pool falls below twenty-five (25) days, each Employee will contribute one (1) additional day of sick leave or one day's salary in lieu of sick leave. The Board will contribute one-half (1/2) day for each day contributed by the Employee. Such restoration will occur not more than once each year. At the end of the fiscal year, all unused days will be kept in the pool.

6. Termination. Income protection payments will continue for a maximum period of ninety (90) calendar days from the first day of sick pool utilization.

J. **Longevity:** Employees with 6 through 14 years of service with LESA as of September 30<sup>th</sup> of any year will receive an additional \$400. Employees with 15 through 19 years of service with LESA as of September 30<sup>th</sup> of any year will receive an additional \$800. Employees with 20 or more years of service with LESA as of September 30<sup>th</sup> of any year will receive an additional \$1,000 (all longevity payments are subject to established performance based provisions).

K. **Unpaid Status.** An Employee on an unpaid status will lose all Board-paid benefits, effective the last day of the month following the month in which his/her unpaid status began.

**Section 5 – Work Schedule**

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All full-time employees work an 8-hour per day work schedule, which generally begins at 7:30am and ends at 4:30pm. This includes a one-hour lunch. Modified work schedules can be approved by administrative staff as long as the workday still includes 8-hours per day and service expectations are adequately met.

A. **Holidays.** Full time Employees will be paid for holidays occurring during their established work year according to the Agency’s calendar of operations.

B. **School Closings Due to Inclement Weather.**

1. Should the Employee’s worksite be closed due to inclement weather, every reasonable effort will be made to inform the Employee. If the worksite is closed, the Employee is not expected to report for work that day unless directed to report by the Employee’s supervisor.

2. If an Employee is unable or unwilling to appear for work as defined in Paragraph (1) above, he/she will be charged for the time he/she would have been scheduled to begin work and ending at one of the following three times, whichever occurs first: a) the time he/she would have finished his/her scheduled work, b) the time the Agency closes that day, or c) the time at which the Michigan State Police or the Livingston County Sheriff’s Department advises us to close the Agency or advises the public in the Employee’s home area to drive only in an emergency. (This provision does not apply to the Employee who is reasonably delayed in getting to work because of inclement winter weather.

a. **Appeals** If an Employee feels he/she is unfairly charged for the time lost due to the procedures in Paragraph (2) above, he/she may consult with the Deputy Superintendent, about this matter.

3. **Loss of Pupil Instruction Days.** In the event Michigan law prohibits the Agency from counting certain days or hours as needed days of pupil instruction because those days were missed due to conditions beyond the control of school authorities (i.e., days when school is missed due to inclement weather), then 10-month Employees shall not be paid for those days and the Agency shall reschedule those days. Ten-month Employees shall be paid for working on the rescheduled days.

**Section 6 – Annual Leave Time**

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A. **Accrual.**

12-month, full time Employee will be granted annual leave time with pay in accordance with the following schedule based on their length of services as of July 1st:

- Up to five years ..... 1 day/month
- Five years or more ..... 1-1/2 days/month

Employees who do not complete the full work year shall have earned annual leave days prorated.

Employees who work a minimum of 1,450 hours per year, but less than 2,040 hours, will receive five

(5) annual leave days per school year. These days must be used on scheduled work-days within the school year they are given.

**B. Accumulation**

1. Twelve-month, full time Employees: Up to a total of thirty (30) days of annual leave time may be accumulated on June 30<sup>th</sup> of each year beginning July 1, 2001.

2. All other Employees: May not carry over annual leave time from one year to the next.

**C. Utilization.** No annual leave time may be used by an Employee with less than six (6) months' continuous service except under extenuating circumstances.

**D. Approval.** Requests for annual leave time must be submitted on the appropriate form and have prior administrative approval.

**E. "Cash-Out" option.** Employees may choose to "cash-out" up to 10 days of accrued annual leave time at their regular rate of compensation. Such option shall exist in July and January.

## **Section 7 – Leaves of Absence**

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**A. Authorized - With Pay.**

1. **Sick Leave - Accrual and Allotment.** Each Employee shall accrue sick leave at the rate of ½ day per pay period or major fraction thereof, dating from the date of most recent employment by the Agency. Whenever an Employee is hired, the number of sick days to be accrued between his/her date of hire and June 30<sup>th</sup> will be calculated and allotted for his/her immediate use. When an Employee leaves, the number of allotted but un-accrued sick leave days will be calculated and deducted from his/her allotment. Then, if such reduced allotment is less than the amount of sick leave used, the difference will be charged against his/her last pay at the same rate as his/her last pay.

a. **Accumulation.** On July 1<sup>st</sup> each 12-month Employee will receive an allotment of thirteen (13) sick leave days. To this amount will be added the amount of his/her previously accrued and unused sick leave up to a maximum of one hundred twenty (120) days.

b. **Utilization.** Sick leave days may be used in 1/4-day blocks for:

(1) Personal illness, injury, quarantine or medical appointments.

(2) Serious illness in the immediate family, i.e., husband, wife, child, father or mother that requires the presence of the Employee.

(3) The Employee shall notify the administration 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 working day following his/her absence. Failure to comply with this provision will result in the withholding of pay for such leave days.
- (5) Accumulated sick leave shall terminate upon severance of employment.

2. **Personal Business.** A 10- or 11-month Employee may be granted two (2) days per year for personal business. A 12-month Employee may be granted three (3) days per year for personal business. Use of 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. Personal business days shall not accrue.

3. **Jury Duty Leave.** An Employee who is summoned 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 for or performs jury duty and on which he/she otherwise would have been scheduled to work.

4. **Bereavement Leave.** When death occurs in an Employee's immediate family, i.e., spouse, parent, grandparent, parent of current spouse, child, brother, sister, grandchild, son-in-law, daughter-in-law, the Employee, on request, will be excused for the first five (5) normally scheduled working days immediately following the date of death provided he/she attends the funeral (an exception may be considered if there are no scheduled funeral services.)

An Employee will be excused, on request, for one (1) day to attend the funeral upon the death of an aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

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

## **B. Authorized – Without Pay**

1. **Conditions.** Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue, fringe benefits shall not accrue, sick leave days shall not accrue (but unused sick leave days held at the start of the leave shall be reinstated upon return), time spent on an unpaid leave will not be added to the Employee's seniority, requests for unpaid leaves shall be in writing to the Deputy Superintendent, and must have prior written approval before becoming effective.

Employees granted unpaid leaves of fifty (50) employee-scheduled workdays or less may retain medical insurance coverage at Board expense.

Employees granted unpaid leaves of more than fifty (50) employee-scheduled workdays may retain only medical insurance coverage at their own expense for a period not to exceed one year.

Individuals granted a leave under the Family and Medical Leave Act will retain benefits, as required under the Act.

2. **General Provisions.** The Employer may grant Employees who have met certain criteria for procedures, as outlined below, leaves of absences without pay.

- a. Each request for an unpaid leave of absence will be considered on its individual merits.
- b. The application shall be submitted in accordance with the provisions of this section.
- c. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
- d. The decision of the Employer as to whether such leave shall be granted is final.
- e. The Board shall re-employ such Employee provided he/she remains qualified, returning on schedule from an approved leave of absence of not more than fifty (50) employee-scheduled work days.
- f. Employees who are granted leaves of absence exceeding fifty (50) employee-scheduled work days will be rehired upon notification of intent to return as soon as positions for which they are qualified are available.
- g. Leaves will not be granted for purposes of seeking outside employment. If the Employee secures other employment while on leave, the Employee's removal and termination of employment is automatic.

3. **Short-Term Leaves.** When approved by the Deputy Superintendent, short-term leaves without pay may be granted.

- a. Personal leave which could not be arranged at any other time or for which the Agency feels no responsibility (maximum of five (5) employee-scheduled work days).
- b. Duty with the military reserves or National Guard when such obligations cannot be fulfilled on non-working days.
- c. Employees granted short-term leaves shall retain their benefits during such leaves and shall be re-employed at the end of such leaves.

4. **Maternity Leaves**

- a. An Employee who has a doctor's note stating that he/she is disabled may use sick

time and sick pool when appropriate.

- b. Other requests for sick time to cover maternity leaves should be directed to the Deputy Superintendent.
- c. Requests for additional leave time following the birth of a child should be directed to the Deputy Superintendent.

**5. Family and Medical Leave Act.**

Under certain conditions, the Family and Medical Leave Act (FMLA) provides for up to 12 weeks of leave without loss of medical/dental insurance for employees who meet the criteria. Further information can be obtained from Human Resources.

## Appendix A

	FLSA	Scale	1	2	3	4	5
<b>Division I – Administrative Assistant - 2,040</b>							
Executive Assistant to the Executive Director	Non-Exempt	2	\$17.98	\$18.88	\$19.83	\$20.82	\$21.86
Administrative & Medicaid Specialist	Non-Exempt	3	\$16.87	\$17.71	\$18.59	\$19.53	\$20.50
Special Education Administrative Assistant	Non-Exempt	4	\$15.71	\$16.49	\$17.32	\$18.19	\$19.10
Sp. Ed. Admin. Asst. - Pinckney	Non-Exempt	5					\$21.75
Receptionist	Non-Exempt	6	\$14.35	\$15.03	\$15.72	\$16.40	\$17.39
<b>Division II – Transportation – 2,080 Hrs.</b>							
Transportation Associate Supervisor	Non-Exempt	1	\$20.26	\$21.27	\$22.33	\$23.45	\$24.62
Lead Bus Mechanic	Non-Exempt	2	\$21.70	\$22.79	\$23.93	\$25.13	\$26.38
Bus Mechanic	Non-Exempt	3	\$20.26	\$21.27	\$22.33	\$23.45	\$24.62
Bus Mechanic Helper (*)		4			\$16.38		
Transportation Dispatcher (*)	Non-Exempt	5	\$15.01	\$15.76	\$16.54	\$17.37	\$18.24
Bus Driver Trainer (*)	Non-Exempt	6			\$17.09		
<i>(*) Hours vary based on work needs</i>							
<b>Division III – Operations – 2,080 Hrs.</b>							
Maintenance	Non-Exempt	1	\$16.74	\$17.58	\$18.46	\$19.38	\$20.35
<b>Division IV – Finance/HR</b>							
Payroll Specialist		1	\$18.66	\$19.60	\$20.58	\$21.60	\$22.68
Finance Specialist	Non-Exempt	2	\$17.57	\$18.45	\$19.37	\$20.34	\$21.36
Human Resource Specialist							
Finance Analyst	Non-Exempt	3	\$17.07	\$17.93	\$18.82	\$19.77	\$20.75
Human Resource Analyst							
Human Resource Assistant	Non-Exempt	4	\$14.35	\$15.03	\$15.72	\$16.40	\$17.39
<b>Division V – Instruction Support</b>							
Pupil Accounting Auditor & Truancy Officer	Non-Exempt	1	\$26.87	\$28.22	\$29.63	\$31.11	\$32.66
Interpreter	Non-Exempt	2	\$22.12	\$23.22	\$24.38	\$25.60	\$26.88
Homeless Liaison		3			\$19.71		
<b>Division VI – Technology – 2,080 Hrs.</b>							
Network Engineer	Exempt	1	68,686	72,120	75,727	79,512	83,487
Assistant Technology Director	Exempt	2	66,605	69,935	73,432	77,104	80,959
Network Administrator	Exempt	3	43,215	45,376	47,645	50,026	52,527
Desktop Technician (benefit eligible)	Non-Exempt	4	\$15.08	\$15.83	\$16.62	\$17.45	\$18.32
Desktop Technician (no-benefits)	Non-Exempt	5			\$15.08/hr		

Establishing increment dates. Employees hired before December 31st are eligible to advance to the next increment at the beginning of the next school year and then at the beginning of each school year thereafter. Employees hired after December 31st shall not be eligible to advance to the next increment until the beginning of the school year immediately following twelve months from their hire date and then at the beginning of each school year thereafter (subject to any performance based provisions).

Performance based provision: Any employee who does not receive a satisfactory evaluation for two consecutive years shall not qualify for either a salary increment step or longevity payment in the following year.

Tool & clothing allowance: Maintenance and bus mechanic staff shall be eligible for a \$325 per year clothing allowance (if the Agency does not provide a uniform service), and a \$300 per year tool allowance (subject to any performance based provisions). Such amounts shall be paid 50% by December 31<sup>st</sup> and 50% by June 30<sup>th</sup> through payroll as supplemental compensation.