



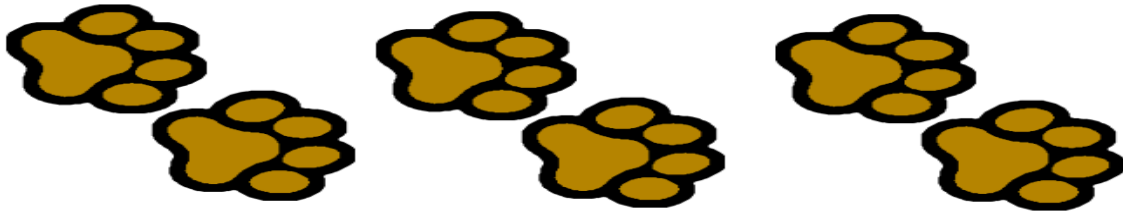
# **Lakeview Community Schools**

## **SUPPORT STAFF HANDBOOK**

**CLERICAL  
MAINTENANCE  
PARAPROFESSIONAL**

**July 1, 2025**

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## **BOARD AND EMPLOYEE RIGHTS**

1. It is understood and agreed that the Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States and that the Board is limited with respect to such powers, rights, authority, duties and responsibilities only by the express provision hereof and only to the extent such limitations are in conformance with the Constitution and laws of the State of Michigan, and of the United States.
2. Nothing contained herein shall be construed to deny or restrict any employee rights she or he may have under the Michigan General School Laws.
3. Nothing in this Agreement which changes preexisting Board policy, rules, or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.
4. The Board and the Support Staff Employees agree to continue their policy of observing laws regarding discrimination on the basis of race, color, national origin, sex, gender identity (including gender expression), sexual orientation, veteran or military, or marital status, age, height, weight, religion or creed, protected disability, family/parental status, income derived from a public assistance program, political beliefs, genetic information or any other protected status as outlined by State or Federal Laws.

## **SENIORITY AND PROBATIONARY PERIOD**

1. A copy of the complete seniority list showing district seniority for the staff will be maintained at the school offices and made available for inspection during business hours, and a copy will be provided for the staff on or before October 1 of each year. Such list shall include all individuals who hold seniority as a result of this handbook.
2. In the event that more than one individual has the same seniority date, placement on the seniority list will be determined by lottery. Affected employees will be provided with the opportunity to be present at such drawing.
3. Seniority shall date from an employee's starting date of continuous employment in a regular position by the school district. An employee's seniority shall entitle him or her only to such rights as are expressly provided in this handbook.
4. Newly hired full-time employees and part-time employees shall serve a probationary period of forty (40) workdays, uninterrupted by any break in service, during which time they will be termed "probationary employees." Probationary employees' service with the school district may be terminated at any time by the Board in its sole discretion.

During the probationary period, an employee who desires the employee negotiated fringe benefits may pay for them at the group rate until such time as this probationary period has ended when they will be paid for by the Board.

5. An employee promoted or transferred from a job classification, either before or after their certification, to a supervisory position shall retain the seniority he or she had at the time of such promotion or transfer and shall continue to accumulate seniority while he or she is in such supervisory position for a period of one (1) year. Such employee shall have a right to return to their classification and be placed on the job to which his or her seniority would entitle him or her if his or her employment with the district has remained unbroken.
6. Any employee who has been incapacitated at his or her regular work by injury or compensable occupational disease while employed by the district may be employed at other work on a job that is operating in the district and which he or she can do without regard to any seniority provisions in this Agreement.
7. An employee will lose seniority if he or she quits, is discharged for just cause, fails to return from a recall, or retires.

## **HOURS AND ASSIGNMENTS**

1. The normal work week shall be Monday through Friday.  
The normal work week will be:  
Maintenance - Eight (8) hours per day/Forty (40) hours per week.  
Secretaries - Eight (8) hours per day/Forty (40) hours per week. All building secretaries will follow an eleven (11) month work calendar, beginning on the first day in August while ending on the last day of June. Work starting and ending dates will be adjusted as necessary to accommodate changes in the school calendar.  
Paraprofessionals – varies, dependent on student(s) assignments.  
  
In the event of a necessary reduction due to decreased student enrollment, change in student day, change in work system as per the Seniority and Probation language, or shortage of revenues, lay off language will go into effect.
2. In instances where full time or part time positions have been reduced, the employee will have the opportunity to bump into a full-time position or part time position respectively, of which he or she is qualified as the least senior employee, maintain the reduced position, or choose a voluntary layoff.
3. Each employee working over six (6) hours per day shall receive an uninterrupted, duty-free lunch period of thirty (30) minutes. With the approval of that employee's supervisor, the employee may elect to work through his/her lunch period and leave work one-half (½) hour early.
4. Employees shall be allowed to leave their buildings and/or workstations during their lunch periods and shall allowed to leave workstation during rest periods.
5. Employees shall give notice of absence as soon as possible to his/her supervisor.
6. Employees who do not work in the summer months will be notified of the date they are to return for the next school year within a reasonable time following the adoption of the school calendar.
7. Hours worked over forty (40) hours per week will be compensated at time and one-half or an equivalent time and one-half off at the discretion of the superintendent and/or designee.
8. An employee who is requested to report for work on an unscheduled day and who does report shall be provided with a minimum of two (2) hours' pay. If this results in a work week of over forty (40) hours shall be compensated at time and one half.
9. All employees shall be issued the supplies, materials, tools, and equipment necessary to complete assigned duties.
10. The Board of Education shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
11. When additional summer work is required excluding funded programs, school year employees, provided they are qualified, will be given the first opportunity to work. Selection shall be based on seniority.
12. On days listed as "no school" on the school year calendar, maintenance and secretaries shall work if work is scheduled. If no work is scheduled, and if the employee wishes, he or she may schedule a vacation day, otherwise it shall be considered a day off without pay.
13. Paraprofessionals shall not be responsible for supervising students during a teacher's absence, unless mutually agreed upon or until a qualified substitute teacher arrives.
14. On in-service days, all staff may be required to attend and will be paid their hourly rate for that in-service.
15. Normal support staff work will not be performed by supervisors on a regular basis with the exception of maintenance.

## **COMPENSATION**

1. The wage for employees shall be set forth in Appendix A of this Agreement. Movement on any wage schedule will occur each as shown on wage schedule in Appendix A, providing the employee has been employed in the system at least six (6) months. Any other employee shall be credited with up to five (5) years of experience on the wage schedule of the new position when transferring to a new classification.
2. An employee must try to obtain the use of a school vehicle first when driving out of district for school business. If that employee is unable to obtain a school vehicle and must use his or her personal vehicle at the request of the District, he or she shall be compensated at the IRS rate per mile.
3. An employee, regardless of skill, if asked to do other than his/her regular work, is expected to help until such work is done, provided, however, all overtime work will be assigned and rotated on an equitable basis. The past practice as applied to maintenance employees will be maintained. Overtime work will be held to a minimum consistent with good operation.
4. In the case of an employee being replaced due to a vacation or illness, the replacement will be selected based on seniority disregarding the layoff status of other employees providing the assignment is for eleven (11) days or more. A substitute may be used during the first ten (10) days. If no one in the building elects to take the assignment, system seniority will be used.
5. Upon retirement through the Michigan Public School Employee Retirement System (MPERS), an employee with ten years or more of service credit as defined by MPERS will be paid \$20.00 (twenty) dollars per day for all unused sick days accumulated with the Lakeview Community Schools. This does not include employees who defer their retirement.
6. When support staff members are requested by the teacher consultant or therapists (e.g. occupational, speech, etc.) or Administration, to attend or participate in special in-service or training programs and the building principal approves before the training occurs, they will be paid their hourly rate for attendance, and appropriate mileage and the District will pay or reimburse for the cost of the training.
7. Maintenance employees will be provided three hundred (\$300) dollars annually towards uniforms. Uniforms will be approved by the Lakeview School Board of Education, District Superintendent, and/or the Maintenance Director before purchasing. Clothing purchased with these funds are expected to be worn during the employee's work period. Uniforms can be purchased through a school vendor, such as Amazon, or detailed receipts can be turned in for reimbursement. Sales tax will not be reimbursed if purchased outside of a school vendor.
8. Paraprofessionals that are assigned to recess duty will be given an allowance of one hundred (\$100.00) dollars (every three (3) years, detailed receipts must be turned in) for winter attire. Examples of approved winter attire: Winter boots, snow suit, snow pants, winter jacket, hat, mittens, scarf.
9. Mileage reimbursement will be at the IRS mileage rate.

## **HOLIDAYS AND VACATIONS**

1. Holidays
  - A. All employees shall have the following days off with pay:
    - Labor Day
    - Thanksgiving
    - Day after Thanksgiving
    - Day before Christmas
    - Christmas Day
    - Day before New Year's
    - New Year's Day
    - Good Friday –Will be paid as a holiday when school is not in session.
    - Memorial Day
    - Independence Day (If such holiday falls within the employees scheduled work period)
  - B. If an employee is on vacation on any of the above-named holidays, the day shall be counted as a holiday and not as a vacation. (See Hours and Assignments - Compensable Time Provisions.)
2. Vacations
  - A. Paraprofessionals and other school year employees shall not receive vacation leave with pay.
  - B. Eleven (11) Month Employees shall be allowed vacation time as follows:
    - After one year of continuous service – Ten (10) days
  - C. Twelve (12) month employees shall be allowed vacation leave with pay as follows:
    - After one year of continuous service – Fifteen (15 ) days
    - After five years of continuous service – Twenty (20) days
    - After ten years of continuous service – Twenty-five (25) days

For employees changing from a classification having no vacation benefits, to a classification having a vacation benefit, the employee must complete one year in the new classification before being eligible for a vacation. Vacation days will be determined based on the new classification seniority date.

- D. Vacation days shall be scheduled at a time when this will not interfere with or hamper normal operations of Lakeview Community Schools.
- E. Vacation days are to be entered into AESOP and approved by the employee's supervisors.
- F. Vacation days that are scheduled for three (3) or more consecutive workdays will need to be pre-approved by the employee's supervisor.
- G. Vacation credits shall not accumulate without written permission from the superintendent.
- H. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit, at the option of the employee.
- I. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay, pro rata.

## **INSURANCE**

1. For employees who currently work thirty (30) hours a week or more, the Board shall provide a comprehensive hospital, medical and surgical insurance program with a prescription program. The deductible for the medical plan will be based on amounts set by the IRS. Deductibles are subject to change based on IRS regulations. Employees will be responsible for the full insurance deductible.

The employee will pay twenty percent (20%) of the total annual insurance cost. The employees' portion of insurance premiums will be made through payroll deduction on a pre-tax basis, if possible. The Board reserves the right to impose the statutory limits for health care rates (hard cap).

The Board will provide a qualified plan for the purposes of meeting Section 125 of the IRS Code for the duration of this contract. **Proof of health insurance will be required in order to receive this benefit.**

- A. All employees that are full-time 12-month employees will receive insurance coverage up to full family coverage. Twelve-month employees, working thirty (30) hours a week or more, who choose not to take the health insurance, will receive cash in lieu in the amount of three thousand six hundred (\$3,600) dollars per school year.
  - B. All other employees who work thirty (30) hours or more per week will receive single-member insurance coverage. Employees working thirty (30) hours a week or more, who choose not to take the health insurance will receive cash in lieu in the amount of three thousand (\$3,000) dollars per school year.
2. The Board shall provide at no cost to all employees and their eligible dependents a dental plan.
  3. The Board shall provide at no cost to all employees and their eligible dependents a vision plan.
  4. The Board shall offer Supplemental Insurance that is comparable with and like the current plan. (Sun Life Plans)
  5. The Board shall provide at no cost to employees, working twenty (20) hours or more per week, \$5,000 Life, AD&D, and Long-Term Disability insurance Long Term Disability Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$3,500 and shall begin after the expiration of 90 consecutive calendar days.

\*All plan documents can be found on the school's website within the Budget Transparency information.

Go to [www.lakeviewschools.net](http://www.lakeviewschools.net) and click on the State of Michigan icon in the top right corner.

Click on "Employer Sponsored Health Care Plans"

## LEAVE PAY

1. **Sick Leave-** All twelve (12) month employees will be granted twelve (12) sick leave days per year. All eleven (11) month employees will be granted eleven (11) sick days per year. All school year employees will be granted ten (10) sick leave days per year. Unused sick leave days will be accumulated on an unlimited basis. Sick leave is to be used when the employee is unable to work because of personal sickness, accident, or disability.

Assigned hours are in compliance with the Earned Sick Time Act (ESTA). See the chart below:

Para Hours/Day	Days Granted
2.50	10
6.00	10
6.50	10
7.00	10
8.00	10
11 Month Hours/Day	Days Granted
8.00	11
12 Month Hours /Day	Days Granted
8.00	12

2. Sick days may be use for self, spouse, child, stepchild, daughter in law, son in law, legal dependents(including foster child), father, mother, father in law, mother in law, stepparent, grandparents, grandchildren, brother, sister, brother in law, sister in law, niece, nephew, or person living in the same household. Other significant person requests can be submitted for approval by the Superintendent. These days will be deducted from the employee's sick leave balance.

### **A. Sick Leave Guidelines**

1. All sick time will follow the Earned Sick Time Act (ESTA) guidelines.
2. All ESTA time will be allocated on July 1st of each school year.
3. Individuals who are hired after July 1<sup>st</sup> may have prorated ESTA time depending on when they are hired.
4. ESTA time may be taken in five (5) minute increments.
5. Unused sick leave will accumulate with no maximum days.
6. In the event that a staff member leaves during a school year, their time will be prorated for the time earned and the exiting staff members' last paycheck may be reduced to reflect any overpayment of ESTA time.
7. Any employee whose personal illness extends beyond the time compensated, upon recovery from such illness, shall be assigned to the same position, if available, or the first open position for which the person is qualified.
8. Any employee absent from work for more than half of their scheduled workdays per school year due to disabilities, childcare leaves, etc., will not be given credit for the school year as it applies to advancement on the salary schedule.



**B. Use of ESTA time:**

1. The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.
2. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
3. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; and
4. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.
5. An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

**C. Who is considered a family member?**

1. Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
2. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
3. Grandparent.
4. Grandchild.
5. Biological, foster, or adopted sibling.
6. Any other individual related by blood.
7. "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.
8. "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

**D. Notice of Leave:**

1. If the need for earned sick time is not foreseeable, an employer may require:
  - a. The employee to give notice of the intention to use earned sick time as soon as practicable. Deciding what is practicable is dependent on the unique facts and circumstances of each situation, and the parties should approach this requirement with reasonable minds. Notification as soon as practical for unforeseeable leave is also included in the Family Medical and Leave Act (FMLA). For consistency, the consideration under ESTA would be similar.
  - b. In accordance with the employer's policy related to requesting sick time or leave if the employer provides to the employee a written copy of the policy that includes procedures for how the employee must provide notice and the employer's notice requirement allows the employee to provide notice after the employee is aware of the need for earned sick time.
2. If the need for earned sick time is foreseeable, an employer may require advance notice not to exceed seven (7) days before the date the earned sick time is to begin.

**E. Documentation:**

1. For earned sick leave of more than three (3) consecutive days, an employer may require reasonable documentation that the earned sick leave has been used for a permissible purpose. Upon request, the employee must provide this documentation in not more than fifteen (15) days after the employer's request.
2. Employer required documentation should not include a description of the illness or details of the violence.
3. If an employer requires documentation, the employer is responsible for paying all out-of-pocket expenses the

employee incurs in obtaining the documentation.

4. An employer cannot delay commencement of the leave based on a failure to receive documentation.

#### **F: ESTA and FMLA:**

1. Like other leave benefits, the ESTA may run concurrently with FMLA approved leave provided that the leave meets the requirements of FMLA. However, if ESTA leave is being used, requirements on advance notice, unforeseeable leave, documentation requirements, will be applied under the ESTA provisions.
2. Once ESTA leave is exhausted or not being used for a FMLA or other covered leave, the FMLA or other leave provisions apply.

2. **Personal Days**- Personal leave is included in the granting of sick leave above. Up to four (4) days per year may be used for personal business providing that:
  - A. Business cannot be transacted at a time other than during working hours.
  - B. Personal business days shall not be used to carry out activities that are in part or in whole concerned with a second job or activity, from which the individual derives, hopes to derive, or intends to derive an income from work apart from the position contracted for with the Lakeview Community Schools.
  - C. Personal business days cannot be used to extend holidays, vacation periods, or breaks unless a specific purpose is stated which complies with the above language as approved by the superintendent.
  - D. A leave request must be submitted to the principal/supervisor at least two (2) working days in advance of the anticipated absence except in cases of unforeseen emergencies. The employee may but is not required to state the reason for leave. The Board has the right to have support staff reschedule non-emergency leaves when qualified substitutes cannot be scheduled to work.
3. **Bereavement Days**- Five (5) days per school year shall be allowed for bereavement for the following: spouse, child, stepchild, daughter-in-law, son-in-law, legal dependents(including foster child), father, mother, father-in-law, mother-in-law, stepparent, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, niece, nephew, or living in the same household. Additional days may be granted at the discretion of the Superintendent.
4. An employee that is absent due to an injury incurred during the employee's employment will be compensated according to Worker's Compensation statute. Employees must file a worker's compensation form to their immediate supervisor within twenty-four (24) hours of the injury.
5. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or use sick and emergency leave while on a non-medical leave of absence.
6. All employees will be paid regular pay for jury duty days and no personal or sick leave days will be deducted. Any pay received from the court must be paid back to Lakeview Community Schools.
7. Sick days will not be deducted when a person is subpoenaed to testify in court (unless a personal matter) but witness fees, if any, will be returned to the school district.
8. The FAMILY AND MEDICAL LEAVE ACT will be followed as outlined in the Lakeview Community Schools' Board Policy #4430.01. You must notify the Central Office if you are going to be gone for three (3) or more absences for the same illness.
9. When inclement weather makes it unsafe for buses to be on the roads, making it necessary to close school for students, secretaries and maintenance employees will report to work during inclement weather days. On an inclement weather day, secretaries and maintenance staff may contact the supervisor to ask for the day off, the supervisor may approve this request.

When inclement weather makes it unsafe for buses to be on the roads, making it necessary to close school for students, paraprofessionals will not report but will be paid for up to five days. All paraprofessionals have the option of using sick or personal leave to compensate for the sixth inclement weather day.

## **UNPAID LEAVES OF ABSENCE**

1. Unless otherwise specified in this handbook, a leave of absence when granted by the Board of Education shall:
  - A. Entitle the employee to return to employment in the same position from which leave was taken. A refusal of offered employment following the leave of absence shall immediately end this privilege.
  - B. Not entitle the employee to accrual of sick leave.
  - C. Not entitle the employee to advancement on schedule for the time away from actual employment pre-arranged with the superintendent of schools.
  - D. Not entitle the employee to any school system subsidization of insurance premiums, retirement payments, or unemployment compensation.
  - E. All leave granted under this section shall be without pay.
  - F. Not entitle an employee to accrue seniority.
2. A leave of absence may be granted on recommendation of the superintendent of schools for a period not to exceed one (1) year to any employee having successfully completed a period of one (1) school year. The time period is subject to renewal at the request of the employee following a written request by the employee. Requests must be made before termination of the leave and shall not exceed one (1) additional year.
3. Any employee whose personal illness extends beyond the period compensated under the Leave Pay language may be granted a leave of absence without pay for one (1) year, subject to renewal at the request of the employee. Upon return from such leave, an employee shall be assigned to the same position, or a substantially equivalent position, if either are available, provided that the employee is able to perform the duties required by the position, with or without reasonable accommodation that does not impose an undue hardship on the District. The Board may require medical verification prior to commencing and returning from such leave.
4. Employees will be granted a leave of absence upon entry into the armed forces, or for voluntary service duty during a declared national emergency. Employees returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be giving the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.
5. The Board shall, upon request, grant a leave of absence for the purpose of childbirth not to exceed one (1) year. The request for this leave must be in writing and specifying the expected date of birth certified by a physician. The employee should make this request forty-five (45) days prior to the expected date of birth.
6. An employee shall, upon request, be granted childcare leave without pay. The duration of the leave shall be one (1) year, renewable at the discretion of the Board. Any employee wishing to use childcare leave must make an application at least forty-five (45) days before the expected date of birth.
7. Employees who have been employed by the Board may be granted educational leave for up to one (1) year. It is agreed that said leave includes, but is not limited to, attending a college, university, or other educational institution.
8. An employee may request days off per year on an unpaid basis. Such requests must be submitted in writing to the superintendent at least fourteen (14) calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave time is subject to the approval of the superintendent and supervisor. No more than one employee per classification will be allowed unpaid leave on the same date without approval of the superintendent and supervisor. Any deviations from the terms of this provision are subject to the approval of the superintendent and supervisor. With good cause shown the fourteen (14) day requirement may be waived.

## **VACANCIES AND PROMOTIONS**

1. A vacancy shall be defined as any newly created position or a position that is not filled.
2. The Central Office agrees to post known vacancies in all buildings and send notices to all laid off employees. Such vacancies shall be posted for five workdays during the school year and ten workdays during the summer months prior to filling the job, but if the job is an immediate need can be posted for forty-eight (48) hours. Any employee can apply in writing for a posted vacancy and consideration will be given to ability, qualifications, satisfactory evaluations, seniority, and skill. If two or more employees within the same classification apply for another job in the same classification, then the employee with the greatest classification seniority will get the job. If the Board determines that two employees outside of the classification applying for the position are equal in skill, ability and qualifications, the employee with the greatest district seniority shall be appointed to the position. If one employee is within the classification, then that employee shall be given preference over other employees.
3. Vacancies will first be filled by the Board from the current staff provided the applicant is best qualified (meaning must meet all qualifications from the job posting to perform the tasks of the open position). The Board shall make the determination of equality of qualifications (qualifications to include skill and ability) as listed in the position job description.
4. Anytime a new position is created, that is composed of two or more classifications, this job will be considered a new position. It will be filled under the provisions of section 2 and 3 above.
5. In the event of a job change in, or a transfer from, one classification to another, the bargaining unit member shall be given a forty (40) workday trial in which to show his or her ability to perform the new job. There will be at least two observations by the immediate supervisor (between the 10th and 15th workdays and between the 25th and 30th workdays) during the trial period. The Board shall give the promoted or transferred staff member reasonable assistance to enable them to perform up to the Board's standards in the new job. If the staff member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected staff member, the staff member shall be returned to his or her previous assignment. If an employee is already serving a forty-day trial period, the Board is not obligated to consider that employee for a new vacancy that is posted during that trial period.
6. All applicants for a position will be informed which of them has been selected for the position.
7. Whenever vacancies occur during the summer months, when some employees do not regularly work, the Central Office will send notices of vacancies to all staff members via email.
8. In the event of a vacancy due to a leave of absence, a substitute may be used for the duration of the leave. At the end of the leave if the employee who requested the leave does not return from the leave, a posting will be generated.

## **TRANSFERS**

1. The parties agree that transfers of employees are to be minimized and avoided whenever possible.
2. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted if that employee is qualified as required by state and federal regulations.
3. Any employee, who is transferred to a supervisory or executive position and shall later return to employee status, shall be entitled to retain such rights as he or she may have under the handbook prior to such transfer to supervisory or executive status.
4. Any employee asked by a supervisor to temporarily assume the responsibilities and duties of another employee for more than three (3) consecutive days, shall receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification.
5. For transfers, preference shall be given to those staff members currently working within the classification in which the vacancy exists over those staff members working outside of the affected classification.

## **EMPLOYEE PROTECTION**

1. Any case of criminal assault upon an employee which had its inception in a school centered problem shall be reported immediately in writing to the superintendent or his designated representative. In the event of such an assault, the employee involved may request assistance of the Board in such matter. These requests shall be made in writing to the superintendent. The Board of Education will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
2. Time lost by an employee in connection with any criminal assault upon the employee not compensable under worker's compensation, and for a period not to exceed nine (9) months, shall not be charged against the employee unless he himself is adjudged guilty of an offense by a court of competent jurisdiction.
3. The Board will reimburse the employee for loss, damage or destruction of personal property which was used on school premises, when such property is needed or used in the normal work of the employee, when such property is registered with the immediate supervisor in written form, and when the loss, damage or destruction is not the result of the employee's negligence, not to exceed five hundred (\$500) dollars.
4. An employee who considers a working condition hazardous shall immediately report it to his/her supervisor.
5. Before any meeting is called from which disciplinary action may result, the employee shall be notified. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others prior to the meeting.
6. No non-probationary employee shall be disciplined or reduced in rank or compensation by the Board or its designee without just cause. Reduction in hours as per Hours and Assignments shall be considered just cause for reduction in compensation.

## **EMPLOYEE FILES**

1. Each employee shall have the right, upon request, to review the contents of their own personnel file maintained by the District. The review will be made in the presence of an administrator or their designee. Confidential information as defined under FOIA (Freedom of Information Act) shall be exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the employee. A written statement, for inclusion in the personnel files, may then be made by the employee.
2. No material of an evaluative nature or written complaint shall be placed in an employee's file without first being presented to the employee. The employee shall be given a copy of all such material and will be asked to sign the Board copy indicating that he or she has read it. Within thirty (30) days of evaluation or written complaints placed in the employee's file, the employee will have the right to attach a statement of remarks or other information which they feel is pertinent to the evaluation or complaint. This statement will be attached to the Board copy of the evaluation/complaint which remains in the employees' file.
3. Any material determined by the Board and staff members to be factually in error shall be corrected or expunged from the file.
4. All employees will be evaluated in writing at least once every two years. The performance evaluation should be completed and placed in the personnel file by May 1, but no later than June 1.
5. Evaluations of employees by the supervisor will be based on observed work performed and/or results of work performance of the employee. Supervisors of classroom paraprofessionals will be the building principal.

## **REDUCTION OF PERSONNEL**

### 1. Layoff Defined

Layoff shall be defined as a necessary reduction in the workforce beyond normal attrition due to decreased student enrollment, change in student day, shortage of revenues, or change in work systems as per the Hours and Assignment language.

### 2. Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) working days prior to the effective date of the layoff. Layoff notification applies to the current school year only and does not extend into the next school year.

### 3. Layoff Procedure

#### A. Qualifications Defined

Qualifications for each classification are defined by state and federal requirements as well as the most current job description on file. The Board has the right to update job descriptions to conform to any changes in state and federal requirements.

#### B. In the event of a necessary reduction in workforce, the Employer shall first layoff probationary employees, when possible, in the affected classification, then the least senior employee as defined in the Seniority and Probation language, for that classification. In some cases, programs may be eliminated versus the least senior employee's position. In no case shall a new employee be employed by the Employer while there are laid-off employees who are qualified for a vacant or newly created position. Employees whose positions have been eliminated due to reduction in workforce or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.

### 4. Recall

Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first to any open position for which they are qualified as outlined in #3 above.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his or her current mailing address.

A recalled employee shall be given at least ten (10) working days' notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee responds to the employer in writing within the ten (10) working day period.

Employees recalled to full-time (or equivalent hours of their prior position) work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work or equivalent hours of their prior position for which he or she is qualified shall forfeit his or her seniority rights. Employees on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the employee was laid off shall not affect his or her rights to recall to an equivalent position. Employees on layoff shall accrue seniority during layoff for a maximum period of one (1) year.

### 5. Partial Layoffs

In instances where full-time or part-time positions have been reduced, the employee will have the opportunity to:

- A. Bump into a full-time position or part time position respectively of which he or she is qualified of the least senior employee.
- B. Maintain the reduced position.
- C. Choose a voluntary layoff.

### 6. Non-probationary employees shall retain their right to recall for a period of three (3) years from the effective date of layoff. Probationary employees shall retain their right to recall for a period of one (1) year from the effective date of layoff.

## **SCHOOL IMPROVEMENT PLAN**

1. The provisions contained in this article shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919(919b) MSA. This includes plans developed on both the district-wide level and the building level.
2. Participation by the employee is voluntary.
3. Participation or non-participation shall not be used as the sole criteria for evaluation, discipline, or discharge.
4. School board members, school building administrators, teachers and other school employees, pupils, parents of pupils attending that school, and other residents of the school district shall be invited and allowed to voluntarily participate in the development, review, and evaluation of the district's school improvement plans.
5. If SIP meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of pay to attend the meetings.

## **SELF IMPROVEMENT**

1. The District will periodically offer professional development opportunities to the support staff. Staff participating in professional development that is mandated by the district will receive his or her hourly compensation. Professional development that is not mandated by the district will be offered on a voluntary basis. Staff participating in these voluntary opportunities will not receive compensation.
2. If a paraprofessional has been determined by another school district and has proof of certification as required by the Michigan Department of Education as meeting the requirements of the ESEA, then she or he shall be considered by the district as meeting the requirements, upon documentation filed in his or her personnel file.

## APPENDIX A- WAGE SCHEDULE

- 2025-2026: Steps and 3% salary increase effective July 1, 2025.

	NON-HIGHLY QUALIFIED	HIGHLY QUALIFIED
Step	2025-2026	2025-2026
1	\$13.47	\$14.13
2	\$13.87	\$14.55
3	\$14.43	\$15.13
4	\$15.15	\$15.90
5	\$15.91	\$16.70
6	\$16.71	\$17.53

\*To be highly qualified you must complete at least two years of study at an institution of higher education (equal to 60 semester hours. Obtain an associate degree or higher; or take the ETS Parapro Assessment test and have a passing score of 460 or higher.

### CLERICAL

Step	2025-2026
1	\$15.76
2	\$16.89
3	\$17.54
4	\$18.53
5	\$19.29
6	\$20.03

### MAINTENANCE

Step	2025-2026
1	\$17.99
2	\$19.10
3	\$20.35
4	\$21.49
5	\$22.39
6	\$23.38

Future years increases will be based on the audited unassigned fund balance:

If the audited unassigned fund balance is 11% or higher= 1% increase

If the audited unassigned fund balance is 13% or higher= 2% increase

If the audited unassigned fund balance is 15% or higher= 3% increase

Movement along the step and longevity scale will follow the criteria outlined above.

To maintain employees, the Board of Education may increase pay rates not based on the schedule above.

1. Employees qualify for longevity pay after twelve consecutive years with Lakeview Community Schools. Layoff periods shall not be counted as a break in consecutive service. At the start of their thirteenth (13th) year, qualified employees will be granted a \$.50 (fifty cents) per hour increase.
2. The Board shall issue a pass, upon advance request, to an employee for any school sponsored event. Receiving this pass signifies the employee's willingness to help (crowd control, student behavior, etc.) if so, requested by the sponsor in charge.



**APPENDIX B**  
**Non-Discrimination Policy**  
**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**  
**TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972**  
**TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990**  
**SECTION 504 OF THE REHABILITATION ACT OF 1973**  
**AGE DISCRIMINATION ACT OF 1975**

**Section I**

Any person believing that the Lakeview Community School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Civil Rights Act of 1964, (2) Title IX of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973m (4) Title II of the Americans with Disability Act of 1990, and (5) Age Discrimination Act of 1975, may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address:

Superintendent or designee  
Lakeview Community Schools  
602 Washington, Lakeview, MI 48850

**Section II**

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may initiate formal procedures according to the following steps.

- Step 1 A written statement of the grievance signed by the complainant shall be submitted to the Local Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.
- Step 2 A complainant wishing to appeal against the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.
- Step 3 If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the superintendent's response in step two. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representatives within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.
- Step 4 If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20202.

Inquiries concerning the nondiscriminatory policy may be directed to the Director, Office for Civil Rights. Department of Education, Washington, D.C. 20202.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.