

NON-UNION EMPLOYEE COMPENSATION, BENEFITS AND EMPLOYMENT INFORMATION HANDBOOK

CHITTENDEN SOUTH SUPERVISORY UNION
CHARLOTTE SCHOOL DISTRICT
HINESBURG SCHOOL DISTRICT
SHELBURNE SCHOOL DISTRICT
WILLISTON SCHOOL DISTRICT
CHAMPLAIN VALLEY UNION SCHOOL DISTRICT



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EMPLOYEES COVERED BY THIS GUIDE

This employee compensation guide covers all non-union employees of the Chittenden South Supervisory Union and its member school districts (Charlotte, Hinesburg, Shelburne, Williston and Champlain Valley Union), hereinafter referenced as district, employer or board, except those employees who have been issued term contracts, including but not limited to school administrators, school psychologists, occupational therapists, and food service managers. Benefits for employees who have been issued term contracts will be as stated in those agreements.

The terms and conditions of non-union employee compensation, benefits and employment as outlined in this employment information handbook are effective July 1, 2009 and can be changed at any time by the Board. **Please note:** Unless specifically stated within this document all previous practices related to the issues stated within are replaced by the terms of this handbook, including paid lunches, etc.

EMPLOYMENT AT-WILL

The District is an at-will employer and employment is for no definite period. Either the employee or District may terminate the employment relationship at any time, for any reason, with or without cause or notice. This at-will relationship can only be changed in writing, signed by the employee and the Superintendent of Schools or Director of Human Resources on behalf of the District.

EMPLOYMENT CATEGORIES

Full-time Employee

The term "full-time employee" as used in this Employment information handbook shall refer to any employee hired by the Board as a Full-Year employee to regularly work forty (40) hours per week or as a School-Year or Extended-Year employee to work at least thirty (30) hours per week.

Part-time Employee

The term "part-time employee" as used in this Employment information handbook shall refer to any employee hired by the Board to regularly work at least seventeen and a half (17.5) hours per week and who does not otherwise meet the definition of a "full-time employee". All benefits, including paid leave, will be provided on a pro rata basis, unless otherwise restricted by insurance carrier eligibility requirements. Proration will be based on the employee's full-time equivalent (FTE) which will be based on the actual number of hours regularly worked in that position by the employee versus a full-time employee in the same position or category. Except as otherwise provided, a part-time employee shall have the same conditions of employment as full-time employees as established by this employment information handbook.

Full-year Employee

The term "full-year employee" as used in this Employment information handbook shall refer to any employee who is hired by the Board to regularly work fifty two (52) weeks a year. Full-year employees may be either full-time or part-time as herein defined.

School-year employees

The term "school-year employee" as used in this Employment information handbook shall refer to an employee who is hired by the Board to regularly work days students are in attendance and some in-service, training and/or orientation days. The total number of work days for a school-year employee shall be no more than 200 days, exclusive of inservice and holidays. A reasonable number of days before and/or after school is in session may be assigned to such employees at their normal wage rates. School-year employees may be either full-time or part-time as herein defined.

Extended-year employees

The term "extended-year employee" as used in this Employment information handbook shall refer to any employee other than a temporary, full-year, or school-year employee, who is hired by the Board to regularly work at least 201 days a year but not more than 230 days per year, exclusive of inservice days, paid vacation and holidays.

Temporary employees

The term "temporary employee" as used in this Employment information handbook shall refer to any employee hired by the Board to work fewer than 17.5 hours per week or on a temporary or seasonal basis. Employees falling in this category will not be eligible for benefits, and shall have only such employment rights as may be specifically extended to the incumbents of such positions.

Supervisor

The term "supervisor" as used in this Employment information handbook shall refer to any employee hired by the Board on a salary basis, under a personnel action form, and/or one who is assigned primary responsibility for supervising staff, including but not limited to Coordinators, Managers and Supervisors. Such employees will be responsible for the operation of a school department (such as food service, operations and maintenance) or central office function area (such as payroll, benefits, and fiscal services) or major program (such as wellness, connecting youth). Supervisors may be School-Year, Extended-Year or Full-Year employees. Supervisors on narrative contracts are not covered by this handbook.

EMPLOYEE EVALUATION

Supervisors and employees may discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations may be conducted from time to time.

Employee evaluation shall be conducted openly and in a professionally responsible manner by appropriate personnel or individuals designated by the Superintendent or Principal.

It is understood that employee evaluation is a continuous process throughout the work year; however, this shall not preclude the Board from taking appropriate action at any time as an at-will employer.

Any criteria and evaluative instruments used by the Administration in evaluating employees shall be made available to all employees.

PERSONNEL FILES

The District maintains a personnel file on each employee. Generally, the personnel file includes, but is not limited to, such information as the employee's job application, resume, records of training, documentation of performance evaluations, disciplinary information, and salary history and other employment records.

Personnel files for all employees shall be maintained under the following conditions:

- No adverse material dealing with an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. If an employee refuses to sign to acknowledge receipt, the supervisor shall note the employee's refusal on the document and place it in the employee's file.
- The employee will receive a copy of any material placed in his or her file.
- The employee shall have the right to answer any material filed and the answer shall be attached to the related material.
- Upon request of the employee during normal office hours, he or she shall be permitted to reproduce any material in his or her file subject to the procedures established by the Superintendent.
- Supervisors and administrators may maintain working files for employee/personnel issues.

PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personal data, such as mailing addresses, telephone numbers, number and names of dependents, educational accomplishments and individuals to be contacted in the event of an emergency.

CALENDAR/PAYDAYS/DIRECT DEPOSIT

Chittenden South Supervisory Union's budget year begins July 1 and ends June 30.

All employees are paid bi-weekly. Paychecks will include earnings for work performed through the end of the payroll period.

Effective September 1, 2009, employees are required to have their paycheck directly deposited into their bank accounts by completing a direct deposit form available from the payroll department.

EMPLOYMENT VERIFICATION

The District is a public entity, accordingly, basic employment information, including but not limited to position, dates of employment and salary, is a matter of public record.

The District will respond to more detailed employment verification checks from lending and related institutions upon receipt of an authorization form signed by the employee.

MILEAGE/USE OF VEHICLES

Any employee who must use his/her own vehicle on school related business will be reimbursed at the then current IRS rate.

EMPLOYEE-RELATED POLICIES AND WORK BEHAVIORS

Employees are expected to conduct themselves in a professional manner at all times. Employees are expected to abide by all laws, and to abide by all policies adopted by the Board that relate to the work-place environment including but not limited to non-discrimination, unlawful harassment, alcohol & drug free workplace, etc. In compliance with Vermont law and Board policy, smoking and/or the use of tobacco products is prohibited on school premises. The school district and its employees are required to adhere to strict legal requirements and Board policies governing the confidentiality of student records and information. Failure to adhere to Board adopted policies or generally accepted standards for work-place conduct may result in disciplinary action up to and including the termination of employment.

TERMINATION

All employment is regarded as at will employment. As such, either the school district or the employee may initiate termination of employment at any time. Employees who intend to vacate their position are requested to submit written notice of this decision to their supervisor as soon as possible.

ATTENDANCE

All employees are hired to fill specific needs of the District. Consequently, the unexpected absence of any employee at any given time can result in a disruption of the smooth operation of the school and places an unusual burden on other employees who must handle the duties of the absent employee. Regular attendance is expected of all employees. All employees are expected to be punctual and to refrain from unusual absences from work. It is the employee's responsibility to keep absences to the lowest number and shortest duration possible.

HOURS AND OVERTIME

Lunch/Dinner

All full time employees will be eligible for thirty (30) minutes of uninterrupted unpaid time for lunch or dinner at times designated by the supervisor when lunch or dinner are normally taken.

Breaks

All full time employees shall be eligible for two (2) paid fifteen (15) minute break periods. Employees who work fewer than four (4) hours per day shall be entitled to only one (1) paid break period. Breaks will be designated by the supervisor at a time that does not interfere with district operations.

Overtime

Non-exempt/hourly employees may be required to work overtime. Employees will be paid for overtime at the rate of one-and-a-half (1½) times the employee's normal hourly rate for all **time worked** in excess of forty (40) hours per week. In calculating hours worked for overtime purposes, only time actually worked shall be counted. Time off for sick, vacation or any other leave will not be considered hours worked for the purpose of calculating overtime. Prior approval of the administration is required for all overtime work.

BUILDING CLOSINGS, EARLY DISMISSALS OR DELAYED OPENINGS

Cancellations

On days when school is cancelled, the District will make reasonable efforts to provide employees notice of said cancellation. School-year employees will not be paid for cancelled days. Extended-year and full-year employees will only be paid if they report to work or have received permission to use paid vacation leave, unless the Superintendent has closed the buildings for all staff. In the event the Superintendent closes the building to all staff and the result is that full-year or extended-year staff are required to stay home, they will be compensated as if they had worked the full day.

Delayed openings and early dismissals

If there is a delayed opening or early dismissal due to the weather or other such unplanned event, school-year employees will be paid as if they worked their full assignment that day. Extended and full-year employees are expected to report to or remain at work, unless they have received permission to use paid vacation leave or the Superintendent closes the building for all staff. In the event the Superintendent closes school to all staff and the result is that full-year or extended-year staff are required to stay home or go home, they will be compensated as if they had worked the full day.

LEAVE REPORTING

For the purposes of leave accumulation and utilization of leave time, a day is defined as the hours per day which are reflected on the employee's Personnel Action Form as the work day. Utilization of leave time may, at the Superintendent's discretion, be reported in hours or days.

Utilization of leave time is to be reported in increments of no less than quarter day increments for all personnel. For example, for 8 hours per day a quarter day equals 2 hours; for 6 hours per day a quarter day equals 1.5 hours.

Salaried employees will report their leave time as approved by their supervisor, but in no less than quarter day (0.25) increments.

LEAVE DEFINITIONS

In accordance with the provisions of 15 VSA Chapter 23 and 18 VSA Chapter 106, a party to a civil union shall be included in any definition or use of the terms "spouse", "family", "dependent", "next of kin", and other terms that denote a spousal relationship as those terms are used in the leave provisions of this Employment information handbook.

HOLIDAYS

Holidays that fall on a weekend will be celebrated on Monday or Friday at the Superintendent's discretion. Floating holidays may be used at the employee's discretion with the prior approval of his/her supervisor. Approval will not be given if the employee's absence will interfere with normal school operations.

Full-Year Employees

The following paid holidays will be observed for full-year employees:

Independence Day	Martin Luther King Day
Labor Day	Memorial Day
Thanksgiving	Floating Holiday
Friday after Thanksgiving	Floating Holiday
Christmas	Floating Holiday
New Year's Day	Floating Holiday

School-Year and Extended-Year Employees

The following paid holidays will be observed for School-Year and Extended-Year employees:

Labor Day	New Year's Day
Thanksgiving	Martin Luther King Day
Friday after Thanksgiving	Memorial Day
Christmas	

UNPAID LEAVES OF ABSENCE

Any unpaid leave time must be approved in advance. Such leave shall be at the sole discretion of the Administration or the Board and will be considered on a case-by-case basis.

The Director of Human Resources may grant an unpaid leave of absence for up to fifteen (15) days. A leave of absence request for more than 15 days without pay and up to one year must be approved by of the Board.

For a leave of absence granted for a full academic year, the employee shall notify the Superintendent or designee in writing by March 1st of the year of his/her leave, whether or not he/she wishes to return to the District. Failure to notify the Superintendent or designee of said intent to return shall have the same effect as though the employee had indicated he/she did not wish to return.

The District will attempt to restore an employee returning from approved leave to either his/her position or to a substantially equal position but placement will be at the sole

discretion of the District; however, the District is unable to provide any guarantee or assurance of restoration.

Unless otherwise required by law, an employee on an unpaid leave of absence will be responsible to pay the full cost of continuing in any group insurance benefit program, beginning from the first day of the month following the grant of unpaid leave. To maintain coverage an employee's payment must be received in accordance with the schedule determined by the Superintendent or designee. Eligible employees will be allowed to continue in the insurance programs, subject to the regulations of the carrier.

Leave benefits associated with length of service will be restored at the same accumulation rate he/she was on at the time the leave commenced.

BEREAVEMENT LEAVE

Five (5) days with pay will be allowed for death in the employee's immediate family or household. The immediate family shall include husband, wife, civil union partner, guardian/ward, son, daughter, grandchild, father, mother, brother, sister, father-in-law, mother-in-law, parent of civil union partner, resident of the employee's household or close relative or friend. Bereavement leave may be extended, either in days or in terms of the definition of immediate family, at the discretion of the Superintendent. Subject to the terms of this article, leave can be used to attend memorial services.

MILITARY LEAVE

The District shall grant unpaid leave to an employee who is a duly qualified member of the "reserve components of the armed forces" for the purposes of receiving military training. The employee shall, except in cases of emergency, provide at least three weeks notice of such leave. Benefits and seniority will be extended during periods of such leave up to one year or as required by federal and state law.

The District shall grant such unpaid leave and reemployment rights as required by state and federal law for any employee who enters the Armed Forces of the United States whether by draft or voluntary enlistment.

In the event an employee is called up for active duty, the Board will, for a period not to exceed twelve (12) months, make up the difference between the employee's military pay and the wages the employee would have received if he or she had been working during the same period of time, if any. The Board will continue to pay its share of the premiums, as outlined in Article 37 "Insurance", related to any COBRA costs for the employee to maintain health and dental insurance for him or herself and/or any dependents covered at the time the employee is activated, as permissible by carrier regulations.

JURY DUTY

Leave will be granted for jury duty. The school district will compensate the employee on jury duty for that difference which exists between the jury person's fee received and the regular pay which the employee would have received had he or she been at work.

STATUTORY LEAVE

To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFL). Leave pursuant to each of these Acts shall be provided in accordance with to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid (disability) leave or family leave pursuant to the terms of this Employment information handbook and the employee is also entitled to leave pursuant to the FMLA and/or VPFL for the same occurrence, both the leave provided pursuant to the Employment information handbook and that which is provided pursuant to the FMLA/VPFL will be provided concurrently.

FMLA/VPFL leave will be provided concurrent with Worker's Compensation benefits when concurrent entitlement exists. All other matters regarding the administration of leave provided pursuant to the FMLA and the VPFL shall be as provided by the District's policies and practices.

PROFESSIONAL LEAVE

The Administration may grant paid professional days to an employee to attend programs, engage in school visitations, or participate in other activities of an educational nature.

RELIGIOUS OBSERVATIONS

Up to two days per year shall be granted by the Administration, without the loss of pay, for religious observances provided that attendance at school on such days would prevent the employee from participating in a specific religious practice on that day.

Should any question arise concerning the application of this section, the employee's clergy shall be considered the proper authority for resolution. In all instances of absence for religious observances, notice must be given to the Principal at least 48 hours prior to such absence. Principals may request employees to provide a list of anticipated religious observance requests at the beginning of the school-year.

For any additional days beyond the two day maximum provided, employees may elect to use personal leave, floating holidays, if available, or request unpaid leave.

TOWN MEETING DAY LEAVE

If school is in session on Town Meeting day, employees who are elected public officials who have responsibilities in their elected capacity on Town Meeting Day, will be granted paid leave that day by the Board.

If school is in session on Town Meeting day, employees who reside in towns where in order to exercise their voting rights they must be present at Town Meeting will be granted paid leave for that day by the Board.

Employees must notify their principal by February 15th annually of their intent to use this leave and must state why they qualify for the leave.

SICK LEAVE (Full-Year & Extended-Year Employees)

All Full-Year and Extended-Year employees shall be eligible to receive fifteen (15) paid sick leave days per year, accumulating to a maximum of sixty (60) days. As a result of this provision, the maximum number of sick days an employee would be eligible to use during any contract year would be 75 (up to 60 days accrued plus up to 15 days awarded annually).

Sick leave cannot be used for elective procedures or the recovery period related to said procedure. Elective procedures include but are not limited to any procedure that is not an immediate medical necessity or is not defined as a serious medical condition as defined by FMLA/VPFL or then current federal or state law.

FAMILY SICK DAYS (Full-Year & Extended Year Employees)

Full-Year and Extended-Year Employees may use up to ten (10) days of an employee's accumulated sick leave for illness or medical appointments in the employee's immediate family. If additional days are needed, an employee may apply for additional family sick days. Requests should be submitted to the Superintendent or designee for approval.

For the purposes of this article, the immediate family shall include spouse or civil union partner, guardian/ward, son, daughter, grandchild, father, mother, brother, sister, father-in-law, mother-in-law, parent of a civil union partner, member of the immediate household or other close relative as approved by the Superintendent or his/her designee.

PERSONAL LEAVE (Full-Year & Extended Year Employees)

The Board will grant paid personal leave to Full-Year and Extended-Year employees, up to three (3) days in any one (1) year, such leave not to be cumulative from year to year. Personal leave under this article is intended to be used to conduct business or personal affairs, which cannot be accomplished at any other time other than when the employee is regularly scheduled to be on duty. Whenever possible, leave under this Article shall be with at least forty-eight (48) hours advance notice to the Principal or his or her designee.

Inappropriate use of personal leave may be grounds for disciplinary action.

VACATIONS (Full-Year and Extended-Year Employees)

Arrangements for the use of vacation days must be made between the employee and his/her immediate supervisor. The supervisor shall exercise final approval with consideration being given to the timing of the request and interference with normal operations.

Vacation time will be prorated for part time employees and based on the employee's hire date.

Vacation time accrued but not used prior to separation from employment with the District, shall be paid to the employee at the time of separation, however, the number of vacation days will be prorated based on the employee's termination date.

The maximum number of vacation days may not, at any time, exceed two times (2x) the number of vacation days allowed based on the employee's years of service.

Full-Year Employees

Full-year employees will be granted vacations on the following basis:

Years of Service	Vacation Days
Less than One Year	5
One Year or more years but less than Five Years	12
Five Years or more years but less than Ten Years	15
Ten Years or more years but less than Fifteen Years	18
Fifteen or more years but less than Twenty Years	20
More than Twenty years	25

In the event an employee had a higher annual allotment of vacation days during the 2008-2009 school-year, the employee shall be allowed to continue to accumulate up to that number of days until this employment information handbook provides an equal or greater number of days.

New employees cannot use vacation days for the first 90 days of employment, unless preapproved by the supervisor and Director of Human Resources.

Extended-Year Employees

Extended-year employees will be granted vacations on the following basis:

Years of Service	Vacation Days
Less than Two Years	3
Two Years but less than Five Years	5
Five Years but less than Nine Years	7
Nine or more years	10

VACATION, PERSONAL, & SICK DAYS (School-Year Employees)

School-Year employees will receive five (5) undesignated paid leave days. Such time may be used for employee or family illness, to attend to personal business, or an employee vacation. This time cannot be carried forward year to year. These days will be prorated based on an employee's hire date, if the employee does not start prior to the first employee day of the school year.

Employees with carry forward days from the 2008-2009 school year will be allowed to keep those days. There will be no carry forward at the end of the 2009-2010 school year.

SCHOOL BREAK PAY (School-Year Employees)

School-Year employees will be paid up to 10 days for February and April vacations (5 days each). This time cannot be floated, cannot be carried forward and will only be paid if the employee is currently employed at the time the school vacation occurs and will return to work immediately following the school break.

GROUP INSURANCE PROGRAMS

The Board agrees to provide any insurance coverage provided in this employment information handbook subject to the eligibility requirements of the individual insurance carrier. The Board shall be held harmless for any and all costs or claims in the event that the insurance carrier denies coverage of such a claim; further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, of any person furnishing professional services provided pursuant to the insurance coverage terms.

HEALTH INSURANCE

The Board shall provide, at the option of the employee, a single, two-person or family membership in the Blue Cross/Blue Shield VEHI Dual Option Plan. Employees shall contribute to the premium cost of this plan as follows:

Full-Year Employees

Coverage	Employee Pays	Employer Pays
Single	10%	90%
Two Person	10%	90%
Family	10%	90%

School-Year and Extended-Year Employees

Coverage	Employee Pays	Employer Pays
Single	10%	90%
Two Person	40%	60%
Family	40%	60%

In addition to the VEHI Dual Option Plan noted above, the District shall also offer Blue Cross/Blue Shield JY-MB Managed Parity (Plan B Managed Parity). For this plan, the District's contribution shall be limited to an amount equal to the percentages outlined above for the premium costs for the VEHI Dual Option Plan noted above.

All Employee premium payments will be made through payroll deductions.

SECTION 125 MEDICAL & DEPENDENT CARE SPENDING ACCOUNTS

The Board agrees to establish and administer at its own expense a Section 125 plan. This plan benefit shall be utilized for insurance premium conversion, and may be used for dependent care expenses, and medical reimbursement. The Board shall determine and identify the benefits and coverage amounts under said plan. The plan year shall be July 1 to June 30 each contract year. Employees shall advise the District by May 31st each year as to whether they will participate in the plan and identify which benefits they intend to elect. New employees shall have thirty days from the date of employment in which to determine participation and election of benefits.

CASH IN LIEU OF HEALTH INSURANCE

The Board agrees to provide employees who opt out of the board's health insurance coverage with a "cash in lieu of health insurance" allowance which the employee may take in the form of cash or as a contribution to a medical spending account.

Full-Year employees shall receive \$750 for single coverage, \$1200 for two-person coverage and \$1500 for family coverage.

School-Year and Extended-Year employees shall receive \$750 for any level of coverage.

If under the terms of a previous statement of benefits an employee was grandfathered at a higher dollar value for this allowance, the employee shall remain grandfathered. No new employees will be added to this grandfathered group.

Upon proof of comparable health insurance as noted herein, the District shall contribute the amount listed above into the Section 125 Medical Spending Account plan on the employee's behalf or the employee may elect to receive a cash payment paid in two installments, one in December and one in May. Paperwork indicating the employee's selection is due by May 31 annually or within 30 days after the employee is hired. Failure to complete paperwork results in loss of the benefit for one year.

DENTAL INSURANCE

The board shall provide dental insurance from a provider and plan of its own choosing.

Full-Year Employees

The Board shall provide and pay one hundred percent (100%) of the premium costs of a dental plan for single, two-person or family coverage.

School-Year and Extended-Year Employees

The Board shall provide and pay one hundred percent (100%) of the premium costs of a dental plan for single coverage only. Employees may purchase additional coverage in the form of a two person or family plan at their own cost, less the single premium amount which will be paid by the board, assuming carrier eligibility requirements are met.

All employee premium payments will be made through payroll deductions.

LIFE INSURANCE

The Board shall provide and pay one hundred percent (100%) of a \$20,000 term life policy for all hourly employees, assuming carrier eligibility requirements are met.

The Board shall provide and pay one hundred percent (100%) of a \$40,000 term life policy for all salaried employees, assuming carrier eligibility requirements are met.

LONG TERM DISABILITY INSURANCE

Employees shall be eligible for coverage under a long term insurance plan pursuant to the regulations, terms and conditions of the insurance carrier. Said plan shall provide an eligible employee, on a monthly basis, sixty-six and seven tenths percent (66.7%) of said employee's wages. Said disability plan shall have a sixty (60) calendar day elimination period and will provide benefits to age 65.

The Board will pay one hundred (100%) of the premium cost of this long term disability insurance plan. Premiums paid by the District will be added to an employee's W2 statement of total wages and shall be subject to federal and state income taxes.

Upon notification of eligibility for disability benefits, an employee shall apply to the State Municipal Retirement Program for benefits, including health insurance, if a contributing member. If the employee is determined eligible for insurance coverage through the Municipal Retirement Program, the Board will compensate the employee for up to ninety percent (90%) of the employee's share of the health insurance premium under Municipal Retirement for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the contract year, whichever is greater. However, if after application to State Municipal Retirement the

employee is determined ineligible for insurance benefits through the Municipal Retirement program, the Board shall continue to contribute premium costs of the medical, dental or applicable life insurance plans provided pursuant to this Employment information handbook for a period of six (6) consecutive months commencing with the notification date of eligibility for disability benefits or the end of the contract year, whichever is greater.

An employee shall no longer be considered an employee of the District after six (6) months following the date said employee has begun receiving long term disability benefits pursuant to this section, unless doing so is precluded by federal and/or state law.

Notice of disability shall be given by the employee to the Administration or designee as early as determinable. An employee who is disabled shall be allowed to continue in the employee's regular employment as long as the employee is medically able to perform the employee's full and regular duties. It shall be the right of the Administration to require periodic medical certification in writing from the employee's physician attesting to this fact. At such time as the employee is certified by the employee's physician as no longer able to continue working, the employee shall be entitled to go on sick leave. A physician's certification may be required for any temporary or permanent medical disability. Employees who are utilizing paid sick leave shall apply for long term disability insurance at the earliest appropriate date and shall convert from sick leave to insurance coverage upon the completion of the sixty (60) calendar day elimination period provided by the insurance policy. An employee returning from leave will be restored to a position in the employee's former job category, provided such position continues to exist.

For School-Year employees, the Board will provide paid leave to be used during the elimination period for those employees deemed eligible for long term disability by the insurance provider. Elimination period paid leave days awarded for the elimination period will be awarded based on years of service, can only be used after all other paid leave has been used and can only be used on days the employee would have worked but for the disability. Days will be awarded as follows:

Years of Service	Elimination Period Leave Days
Less than One Year	5
One Year or more years but less than Five Years	15
Five Years or more years but less than Ten Years	25
Ten Years or more years but less than Fifteen Years	35
Fifteen or more years but less than Twenty Years	45
More than Twenty years	55

BENEFITS CONTINUATION (COBRA)

The Federal *Consolidated Omnibus Budget Reconciliation Act (COBRA)* gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the District's health and/or dental plans when a qualifying event, would normally result in the loss of eligibility. Examples of common qualifying events include termination of employment, a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation, a dependent child no longer meeting eligibility requirements; or death of an employee.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the District's group rates and a 2% administrative fee. The District provides each eligible employee with written notice, describing rights granted under COBRA when the employee becomes eligible for coverage under the District's health insurance plan. The notice contains important information about the employee's rights and obligations.

VERMONT MUNICIPAL RETIREMENT SYSTEM

The employer is a member of the Vermont Municipal Retirement System provided by the State of Vermont. Employees are either members of Group A or Group B, as determined by the employee's membership on or before June 30, 2010. As of July 1, 2010, all employees will be able to elect coverage under Group C. This is a one time opportunity to opt into the new program. All employees hired after July 1, 2010 will be required to be members of Group C. All employees who work more than 30 weeks and at least 1040 hours a year are required to participate. All other employees are not eligible to participate.

WORKER'S COMPENSATION

The District provides a comprehensive Worker's Compensation insurance program at no cost to employees. Upon determination that an employee is eligible for Worker's Compensation, the insurance program pays the employee two-thirds of their regular wages when they are out of work due to work-related injury or illness.

District provided employee insurance programs shall continue in effect for a period of up to twelve (12) weeks or three (3) months during the time that an employee is receiving Worker's Compensation benefits.

After twelve (12) continuous weeks of receiving Worker's Compensation benefits, all employer provided benefits shall cease. An employee's right to be reinstated to active employment shall be as specified in the Worker's Compensation statute. An employee shall give a status report to the Benefits Coordinator as requested but not more than on a weekly basis by phone, and must provide copies of physician reports as may become available.

Employees who sustain any work-related injuries or illnesses should inform their

supervisor immediately.

PROFESSIONAL DEVELOPMENT

The District will pay for courses, workshops, or training which an employee is required to take as specifically directed by the District. Employees may request partial or full funding of courses, workshops or training reasonably related to the employee's role within the organization. The Administration shall have sole discretion in determining the funding of such requests on a case-by-case basis. The Administration will consider the availability of funds and benefit to the district when making said decisions.

LETTERS OF INTENT & PERSONNEL ACTION FORMS (PAF)

By May 15, extended and school-year employees will be given a letter of intent confirming work available for the next school-year. On or before June 1, such an employee will return his/her signed letter of intent indicating whether or not he/she intends to return.

Returning Full-Year employees will normally receive a personnel action form by June 15. Returning Extended-Year employees will normally receive a personnel action form by July 15. Returning School-Year employees will normally receive a personnel action form by August 15. The personnel action form shall indicate the following: the employee's assignment and building; the normal work hours for the position; the number of work days for that School-Year and the rate of pay.

MEDICAL EXAMINATIONS

An employee may be required to submit to medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and, subject to a maximum amount annually established by the Board of School Directors, performed at the District's expense. This includes, but is not limited to, annual examinations for commercial driver's licenses, food service personnel and health personnel.

The Administration may request that an employee submit to a physical or psychiatric examination at any time the Administration has reason to believe that the employee's health is such as to create a condition of jeopardy to the school program or to the well being of students and other school personnel. Any reasonable request by the Board that an employee have a physical or psychiatric examination, immunization, x-ray, or other medical procedure shall be performed by a physician of the employee's choice, with the cost of such medical services to be borne by the Board.

Any time that the Administration has reason to believe that an employee's health is such that additional medical information is needed to determine that there is no jeopardy to the school program or to the well-being of the employee, students or other school personnel, said employee may be required to submit to a medical examination by a

physician or other health care provider of the Administration's choice and at the expense of the Board. Said employee shall sign a medical authorization form for the release of the results of such examination to the Board as noted herein.

Copies of all such medical reports noted herein shall be sent by the physician or other health care provider to the employee and the Director of Human Resources. The Director of Human Resources shall treat such information in strict confidence.

DRUG AND ALCOHOL TESTING

In accordance with District policy and federal law, the Omnibus Transportation Employment Testing Act of 1991, safety-sensitive transportation workers must be tested for the use of controlled substances and alcohol as follows: pre-employment testing, post-accident testing, reasonable suspicion testing, random testing, and return to duty- and follow-up testing.

Transportation employees may include, but are not limited to: bus drivers; mechanics; grounds keepers and maintenance workers; educational assistants and other classified staff; teachers and administrators; owner-operator contractors employed by, or under lease to the District, and individuals applying to drive a commercial motor vehicle.

A copy of the District's drug and alcohol testing policy will be provided to covered employees.

ADMINISTRATOR DESIGNEES

Unless otherwise specifically noted or provided by law, wherever principal or superintendent appear within this employment information handbook, they shall be interpreted as "Principal or designee" and "Superintendent or designee" to include the Principal and/or Superintendent's designated administrator. References to Administrator shall include Principal, Assistant Principal, Director, and other such positions employed on individual administrator contracts, by the District.

EMPLOYEE LIABILITY

The Board agrees to indemnify and hold employees harmless from any financial loss or expense, including reasonable attorney fees and costs, arising out of any claim, demand, suit or judgment by reason of any act or failure to act by the employee, within or without the school building, provided such employee at the time of the act or omission complained of, was neither grossly negligent nor engaging in willful misconduct, and was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. The obligations of this section shall be limited by and subject to the conditions set forth in the liability insurance coverage provided by the Board for this purpose pursuant to statute.

COMPUTER NETWORK AND ELECTRONIC ACCESS AND EMAIL

The District maintains a comprehensive computer network and telecommunications system for educational and business purposes. In order to maintain the system and fulfill its responsibilities, the District retains the right to read/review all electronic communications including e-mail. Employees should have no expectation of privacy concerning such communications.

MISCELLANEOUS

No supervisor may alter the time sheets of an employee without first meeting with the employee to discuss the reasons for the proposed alteration under consideration.

Equipment

- a. Employees shall not be required to locate, borrow, or provide tools and equipment on their own for school employment.
- b. Employees will receive appropriate orientation by the supervisor as to the use of any equipment that must be used in the course of their job duties.

Copies of this document shall be provided to all covered employees upon request, online, when changes are made and within one week of their first day of employment.

Non-union employees shall have no less than two (2) seats on the Program/Leadership Council or the equivalent, which serves as an advisory arm to the principal. This is a voluntary position and will not require additional pay beyond the employee's normal PAF hours.

PROBLEM SOLVING

Questions that arise as to the conditions of employment or interpretation of this handbook that cannot be resolved by the employee and his/her immediate supervisor may be referred by the employee to the Principal. If the matter remains unresolved, then it may be referred by the employee to the Superintendent or designee. If the matter remains unresolved then it may be referred to the Board of School Directors.

SEVERABILITY

If any provision of this Employment information handbook or any application of this Employment information handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

DURATION

This Employment information handbook shall be effective July 1, 2009 and shall remain in effect until otherwise determined by the board.

Jed Graef, Chair
Chittenden South Supervisory Union School Board

Date

Jeanne Jensen, Chair
Champlain Valley Union District Board

Date

Patrice Machavern, Chair
Charlotte School District Board

Date

Colleen Macomber, Chair
Hinsdale South District Board

Date

Grant Bush, Chair
Shelburne School District Board

Date

Darlene Worth, Chair
Williston School District Board

Date

Signatures On File