

**COLCHESTER SCHOOL DISTRICT
SUPPORT STAFF (NON-UNION)
HANDBOOK**

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ABOUT THIS HANDBOOK

This Handbook is applicable to all non-union support staff employees of Colchester School District (“CSD”) as identified in the “Employment Classifications” section of the Handbook.

This Handbook is intended only to summarize the policies, procedures, and benefits of CSD. CSD reserves the right to modify, terminate, or change any or all such policies, procedures, and benefits at any time, with or without notice, at its sole discretion.

The information in this Handbook is general in nature and the language used is not intended to create, nor is it to be construed to constitute, a contract of employment. As to the positions covered by this Handbook, CSD is an at-will employer and employment is for no definite period (see “Employment” section of Handbook for further details). This at-will relationship can only be changed in writing, by a document signed by the employee and the Superintendent or their designee.

The terms contained in this Handbook supersede any and all prior Handbooks and policies. All such prior handbooks are no longer in effect. Employees should consult their immediate supervisor, Human Resources, or the Superintendent with any questions regarding this Handbook.

EMPLOYMENT

- **At-Will Employment (for non-contractual employees):** Your employment with CSD is on an at-will basis. This means that neither you nor CSD has entered into a contract regarding the duration of your employment. You are free to terminate your employment with CSD at any time, with or without reason. Likewise, CSD has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at its sole discretion. No administrator or other employee of CSD can enter into an employment contract for a specified period of time, or make any agreement contrary to this at-will policy without written approval from the Superintendent.
- **Termination of Your Employment:** CSD may consider you to have voluntarily terminated your employment if you do any of the following:
 1. Resign from CSD;
 2. Fail to return to work from an approved leave of absence; or
 3. Fail to report to work or call in for two (2) or more consecutive workdays.

You may be terminated for poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of CSD policies. However, your employment is at-will, and you and CSD have the right to terminate your employment for any reason that is not against the law, or no reason.

EMPLOYMENT CLASSIFICATIONS

Personnel covered by this Handbook include all hourly and salaried support staff, districtwide managers, who are not members of the bargaining units, as well as employees covered under individual contracts. Employees are classified as Full-Year or School-Year based on regularly scheduled hours, excluding lunch/dinner and break times.

FAIR LABOR STANDARDS ACT (WITH WORK CLASSIFICATIONS)

CSD employees are subject to the Federal Fair Labor Standards Act (“FLSA”), which became effective April 15, 1986. The act establishes a minimum hourly wage rate, requires equal pay for the same job regardless of sex, and requires overtime pay for hours worked in excess of forty (40) hours per week. The provisions of the act are applicable to employees whose positions are designated as NON-EXEMPT from FLSA. They do not apply to employees whose positions are designated as EXEMPT.

- **Full-Time, Full-Year Employees:** Employees, who are employed to work a minimum of 1,560 hours (30 hrs/week) per fiscal year, shall be considered full-time, full-year employees.
- **Full-Time, School-Year Employees:** Employees, who are employed to work a minimum of 30 hours per week during the school-year, shall be considered full-time, school-year employees.
- **Part-Time, Full-Year Employees:** Employees, who are employed to work less than 30 hours per week during the entire fiscal year, shall be considered part-time, full-year employees.
- **Part-Time, School-Year Employees:** Employees, who are employed to work less than 30 hours per week during the school-year, shall be considered part-time, school-year employees.

WAGES AND SALARY

Compensation Philosophy

It is CSD's goal to pay all employees' wages and salaries that are competitive with other school systems in the area in a way that will be motivational, fair, and equitable. Compensation will be set at the time of employment and reviewed as deemed appropriate by CSD, typically before the start of each fiscal year. Compensation will be based on the position, performance, experience, education, CSD needs, and market and economic considerations. CSD applies the same principles of fairness to all employees, regardless of race, ancestry, religion, gender, age, marital or civil union status, national origin, sexual orientation, place of birth, veteran status, or disability, as defined and required by state and federal laws.

Pay Cycle

CSD is on a bi-weekly pay cycle. The pay period and workweek for overtime purposes runs from Sunday–Saturday, and paychecks are distributed to employees on the Friday following the end of the pay period.

Mandatory Deductions From Paycheck

CSD is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state, and local income taxes and your contribution to Social Security. The district also deducts mandatory retirement contributions from each paycheck. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, or child support, will be taken out from your pay whenever CSD is ordered to make such deductions.

Direct Payroll Deposit (Required)

Direct payroll deposit is the automatic deposit of your pay into the financial institution accounts of your choice.

Overtime Pay

When operating requirements or other needs cannot be met during regular hours, employees may be scheduled to work overtime. When possible, advance notification of these assignments will be provided. When required, overtime work is a job requirement for all CSD non-exempt employees. All overtime work must receive the administrator's prior authorization. Overtime worked, but not approved, may lead to disciplinary actions up to and including termination. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Overtime compensation is paid to all non-exempt employees in accordance with the federal and state wage requirements, and is based upon actual hours worked.

Time Records

The nature of our business requires that we take the issue of recording time worked seriously. Further, and by law, we are obligated to keep accurate records of the time worked by each employee. This is done by time sheets for non-exempt employees. You are responsible for accurately tracking your time. No one may track hours worked for another employee (except for supervisors who can track in times of absences). Tampering with another employee's time record is cause for disciplinary action, up to and including termination of both employees.

WORK SCHEDULE EXPECTATIONS

Work Schedule

Hours of work and the scheduling of your meal period and breaks, if applicable, will be determined and assigned by your supervisor. Should you have any questions concerning your work schedule, please discuss this with your supervisor.

Attendance, Absence, or Lateness

CSD expects you to be ready to work at the beginning of your assigned daily work hours. From time to time, it may be necessary for you to be absent from work. CSD is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. CSD provides time off for these reasons outlined within the Leave of Absence section of this Handbook.

If you are unable to report to work, will arrive late, or will need to leave early, please contact your supervisor immediately. If you know in advance that you will need to be late, leaving early or absent, please request this time off directly from your supervisor. When you call in to inform CSD of unexpected time off from work, make every attempt to speak directly to your immediate supervisor. If you are unable to call in yourself because of an illness, emergency, or for some other reason, be sure to have someone call for you.

If you are absent because of an illness for three (3) or more successive days, your supervisor may request that you submit written documentation from your doctor stating the reason for your absence and that you are able to resume normal work duties before you will be allowed to return to work.

STANDARDS OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to CSD and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that they can fully depend upon fellow workers to follow the rules of conduct, CSD will be a better place to work for everyone.

Unacceptable Activities: Generally speaking, CSD expects each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your immediate supervisor or Human Resources for clarification. The following list of unacceptable activities does not include all types of conduct that can result in disciplinary action, up to and including termination. Nothing in this list alters the at-will nature of your employment; you or CSD may terminate the employment relationship with or without reason, and in the absence of any violation of these rules:

1. Violation of any CSD's rules or policies; any action that is detrimental to CSD's efforts to operate effectively.
2. Violation of security or safety rules or failure to observe safety rules or CSD safety practices; failure to wear required safety equipment; tampering with CSD equipment or safety equipment.
3. Negligence or any careless action that endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance while at work or use, possession, or sale of a controlled substance in any quantity while on CSD premises, except for medications prescribed by a physician.
5. Possession of firearms, weapons or explosives on CSD property or while on duty off premises.

6. Engaging in criminal conduct or acts of violence or making direct or indirect threats of violence toward anyone on CSD premises or when representing CSD, fighting, or provoking a fight on CSD property, or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
8. Threatening, intimidating, or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage; negligently causing the destruction or damage of CSD property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft or unauthorized possession of CSD property or the property of fellow employees; unauthorized possession or removal of any CSD property, including documents, from the premises without prior permission from administration; unauthorized use of CSD equipment or property for personal reasons; using CSD equipment for profit.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records, including time cards; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by CSD; alteration of CSD records or other CSD documents.
12. Breach of confidentiality of personal or medically related information.
13. Engaging in behavior that creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
14. Immoral conduct or indecency on CSD property or during work.
15. Unsatisfactory or careless work; failure to meet quality standards as explained by your supervisor.
16. Any act of harassment, sexual, racial or other, including but not limited to, telling sexist or racist jokes; making racial or ethnic slurs.
17. Violation of the CSD's e-mail, Internet, and computer use policies.

HIRING

In addition to completing all necessary hire paperwork, full-time and part-time employees receive a position description at the time of their interview. Confirmation of employment is documented in a formal "Letter of Hire", which includes: confirmation of position, rate of pay, scheduled hours of work, name of the employee's immediate supervisor, and a copy of this Handbook. The Letter of Hire will also detail any variations, in terms of conditions of employment, from this Handbook that are specific for an individual employee.

Benefits begin as soon as they can be arranged following the date of hire. Benefits end or change as applicable with termination or change in status. All insurance (if applicable) will begin the first of the month following employment.

PERSONNEL FILES

A personnel file shall be organized and maintained by Human Resources. The personnel file will contain, but will not be limited to, the following materials:

- Completed Application Form
- Letter of Hire
- Driver's License (if applicable)
- Employment History
- Evaluations

If material derogatory to an employee's conduct, character, or personality is placed in the employee's personnel file, the employee may review said material at the employee's discretion. Upon prior request, any employee may schedule a mutually agreeable time to review the contents of their personnel file.

The employee may be asked to acknowledge that they have reviewed such material by signing the copy to be filed with the express understanding that such signature may not necessarily indicate agreement with the content thereof. The employee will also have the right to submit a written response to such material; said response will be reviewed by the administration and included in the employee's personnel file.

To the extent allowed by law, personnel records are maintained as confidential while the employee works in CSD. Following the termination of employment, records are maintained for a period of ten (10) years.

MEDICAL RECORDS

All medical records (e.g., related to FMLA Leave) will be kept in a separate confidential file. CSD maintains this information in the strictest confidence, and only Human Resources will have access to this information. They will not disclose the information it contains, except to CSD administrators, without the employee's written permission authorizing such disclosure or use, unless the law requires otherwise.

BENEFITS

Employees should review the pertinent CSD benefit summary plan documents for a full explanation of coverage. Should any question ever arise about the nature and extent of these benefits, the plan documents (not the informal wording of this Handbook) will govern.

Insurance (Full-Time, Full-Year Employees Only)

The Board agrees to provide insurance coverage for employees set forth herein, 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 claim. Further, the Board shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage set forth in this Agreement. The Board may decide to change the insurance carrier or plan set forth herein at any time.

Medical Insurance

Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix A of this collective bargaining agreement.

Employee's option to payment in lieu of insurance:

Employees may elect to forego the medical insurance coverage and receive payment in lieu of said coverage under the conditions noted below. In the event that both partners in a marriage or civil union are employed by the District, the District will be obligated to provide only one insurance plan for them as a unit (e.g., two-person or family plan). This plan will be assigned to one of the partners at the discretion of the partners within the regulations of the insurance carrier.

- The employee must be either currently enrolled in the District's insurance plan or have been newly hired by the District for the plan year for which payment is elected.
- The employee must present proof of medical insurance coverage from an alternative source.
- The employee will receive the amount set forth herein for such time as they forgo insurance coverage. The smallest incremental period of time for coverage or buyout is one month.
- The employee shall be paid twenty-five percent (25%) of the total annual amount the District would have paid toward the premium cost for the Gold CDHP coverage said employee would have elected.
- Payment shall be remitted to the employee during December and June of the plan year for which payment was elected.

Flexible Spending Account

An employee, who is eligible for the CSD medical plan, may elect to participate in CSD's Flexible Spending Account. Under said plan, the employee chooses an annual amount to be deducted pre-tax, via payroll deduction, for Health Care Reimbursement or Dependent Care Assistance.

Dental Insurance (Full-Time, Full-Year Employees Only)

CSD shall provide, based on the needs of an employee, a single, two-person, or family membership in its group dental plan at the level allowed for the fiscal year.

Life Insurance (Full-Time, Full-Year Employees Only)

CSD shall provide a group term life insurance policy having a death benefit of \$50,000 for employee. Employees have the option of purchasing additional employee, spouse and/or child life per the policy terms.

Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and provides certain benefits to compensate you for an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness that is directly related to performing your assigned job duties. CSD pays the premium for this job-injury insurance. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work or for a limited period of time defined by law, whichever comes first.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately, and an accident/injury report must be completed and submitted to Human Resources. Prompt reporting is the key to prompt benefits. You cannot start receiving benefits until we know about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must provide a written doctor's clearance for returning to work.

Retirement

CSD is a member of the Vermont Municipal Employees' Retirement System per existing state law and regulations. Full-Year employees must be regularly scheduled for at least twenty-four (24) hours per week to be eligible. School-Year employees must be regularly scheduled for at least thirty (30) hours per week to be eligible. Employees are automatically enrolled upon employment. Employees hired prior to June 7, 2016 will have the option to remain in Group A or switch to Group B effective July 1, 2017. Employees hired on or after June 7, 2016 will automatically be enrolled in Group B effective July 1, 2017.

Voluntary enrollment in a 403(b) plan is available per terms of plan document.

Long Term Disability Insurance (Full-Time, Full-Year Employees Only)

CSD shall provide and pay one hundred percent (100%) of the premium cost for a long term disability insurance plan selected by CSD. The plan will provide benefits after completion of a ninety (90) calendar day elimination period. Benefits will equal sixty percent (60%) of an employee's regular straight time wages to a maximum of \$5,000 per month for a period of up to age sixty-five (65). The specific details of the plan shall be as provided by the insurance carrier's eligibility requirements. Only Full-Time, Full-Year employees shall be covered by this insurance plan. After an individual begins receiving full disability insurance benefits, the individual's status as an employee of CSD shall cease. At the time of the disability, employees enrolled in medical and/or dental insurance may elect

COBRA. If the employee elects COBRA, the medical and/or dental insurance may be continued at the same premium co-share as an active employee for up to twelve (12) months from the date the long term disability began or until the person is no longer deemed disabled, whichever comes first.

VACATION

Each Full-Year employee (who works a minimum of 20 hours per week) shall be entitled to paid vacation as set forth herein. Vacation for Part-Time, Full-Year employees shall be prorated based on the amount of time that they work. For example, a person who works four (4) hour days would earn ten (10), four (4) hour days of vacation. The vacation days noted below shall be earned upon the completion of the period of continuous service; “continuous years of service” shall be determined by the employee’s employment anniversary date. The vacation days noted below shall be accrued on a monthly basis as earned.

<u>Continuous Years of Service</u>	<u>Days</u>
1 - 5 Years	10
6 - 10 Years	15
11 - 20 Years	20
20+ Years	25

Accrual

Partial-year employees (who are hired during the fiscal year) shall accrue vacation time on a monthly basis. For example, for an employee who earns ten (10) days of vacation: $10 \text{ days} \div 12 \text{ months} = .83 \text{ days per month}$.

Vacation time is prorated based on the employee’s average workday. At the beginning of each fiscal year, the amount of vacation that will be earned during that fiscal year will be added to the accrual leave amount for each employee. If for example, an employee’s fifth anniversary occurs during the year, the amount of vacation entered would be prorated between the time before the anniversary at the ten (10) days per year rate and the time after the anniversary at the fifteen (15) days per year rate.

Utilization

Vacation time is subject to administration approval. Utilization of vacation time requires employees to complete the Request for Leave form seeking approval from their immediate supervisor at least two (2) days in advance. Vacation time can be taken in no less than ½ day increments. Vacation time earned during any fiscal year will be available to use during that year. Five (5) days of vacation may be carried over into the following fiscal year automatically if not utilized. Central Office staff will determine the availability of earned vacation. The Superintendent or their designee shall make the final determination. Approval of vacation days will be granted unless there is a compelling reason for denial.

HOLIDAYS

1. Independence Day
2. Labor Day
3. One Floating Holiday in lieu of Veterans Day as set by the Superintendent when school is not in session.
4. Thanksgiving Day
5. Friday following Thanksgiving Day
6. Christmas Day
7. Day preceding or following Christmas Day (as set by the Superintendent)
8. New Year's Day
9. One floating holiday in lieu of Presidents' Day to be scheduled by the employee subject to approval by CSD.
10. One Day during February vacation (as set by the Superintendent)
11. One Day during April vacation (as set by the Superintendent)
12. Memorial Day

FTFY = Full-Time, Full-Year
FTSY = Full-Time, School-Year
PTFY = Part-Time, Full-Year
PTSY = Part-Time, School-Year

For all Part-Time employees, payment for holidays is based on their average workday.

Holiday	FTFY	FTSY	PTFY	PTSY
Memorial Day	X	X	X	X
Independence Day	X		X	
Labor Day	X	X	X	X
Floating	X		X	
Thanksgiving	X	X	X	X
Day after	X	X	X	X
Christmas	X	X	X	X
Day before or after	X	X	X	X
New Year's Day	X	X	X	X
Floating	X		X	
February	X		X	
April	X		X	

SICK LEAVE

Full-Time, Full-Year Employees: Each Full-Time, Full-Year employee shall be entitled to twenty (20) days of paid sick leave each fiscal year for absences due to the employee's illness and disability

(including illness/disability connected with or resulting from pregnancy) and for medical appointments related to such illness or disability. From year-to-year, this leave shall be cumulative to ninety (90) workdays.

Part-Time Employees: Part-Time, Full-Year employees shall be provided four (4) days and Part-Time, School-Year employees shall be provided two (2) days of paid sick leave upon being hired. Additionally, Part-Time, Full-Year and School-Year employees shall be provided with paid sick leave during each year of employment as indicated in the chart below. Maximum accumulation of sick leave is forty-five (45) days.

Days Worked per Week	Full-Year	School-Year
1 = .20	2.5 days	2 days
2 = .40	5 days	4 days
3 = .60	7 days	6 days
4 = .80	10 days	8 days
5 = 1.0	12 days	10 days

Sick time is recorded in hours versus days for non-exempt employees. The conversion from the days listed above to hours is based on the average workday of the employee as stated in the Letter of Hire. Sick time can be taken in no less than ¼ hour increments for hourly workers and ½ day increments for salaried employees.

Physician’s Verification: Sick leave is to be used only when an employee is unable to work due to illness or injury. A physician’s certificate may be required as deemed appropriate by CSD.

Workers’ Compensation: In the event that an employee sustains an on-the-job injury which is compensable pursuant to the Workers’ Compensation statute, said employee shall not be allowed to utilize paid sick leave to offset the difference between the Workers’ Compensation benefit and the employee’s regular (straight time) earnings.

SICK LEAVE INCENTIVE PROGRAM

Eligible Full-Year employees can earn additional personal time through an incentive program for not using sick leave in accordance with the following schedule:

- If an employee uses three (3) or less days of sick time in the previous fiscal year, three (3) additional personal days shall be earned by the employee.
- If an employee uses five (5) or less days of sick time in the previous fiscal year, two (2) additional personal days shall be earned by the employee.
- If an employee uses seven (7) or less days of sick time in the previous fiscal year, one (1) additional personal days shall be earned by the employee.

BEREAVEMENT LEAVE

Up to five (5) days with pay will be allowed for the death in the employee's immediate family. Definition of immediate family shall be the employee's spouse, children, parents, step-parents, siblings, grandparents, grandchildren, the same relatives for the employee's spouse, and any other person who is a member of the employee's household at the time of death. Bereavement leave may be granted at the discretion of the Superintendent or their designee for any other members of the employee's extended family.

PERSONAL TIME

Each employee shall be entitled to two (2) days (based on average workday) of paid leave for personal reasons. Personal time shall be used at the employee's discretion, provided the scheduling of the leave does not unduly impede the operation of CSD. Except in the case of an emergency, such leave must be requested and approved at least two (2) days in advance of the employee's absence. Full-Year employees may utilize personal leave in increments of no less than ¼ hour for hourly workers and ½ day increments for salaried employees.

JURY DUTY

Any employee who is required to serve on jury duty shall receive their wages for their normal workday. Employees must request a statement of service from the Court Clerk and have it forwarded to Payroll. Any payment received from the court for jury duty services shall be forwarded to Payroll at the Central Office. If an employee is released from jury duty before or during their scheduled workday, they must report to work to complete the remainder of their shift.

School-Year employees will not be paid regular wages for jury duty performed during non-school days. School-Year employees will attempt to defer jury duty service to non-school days.

LEAVES OF ABSENCE

- **Other Leave:** Leaves of absence may be granted without pay in certain circumstances. A request for such leave must be made to the employee's immediate supervisor and will be forwarded to the Superintendent for approval if more than one day of leave time is requested. The employee and supervisor must explain leaves of absence of more than five consecutive days in writing. This documentation will remain part of the employee's personnel/payroll files.
- **Military Leave:** CSD shall grant an unpaid leave and re-employment rights as required by federal and state law to any employee who enters the Armed Forces of the United States, whether by draft or voluntary enlistment.

- Professional Leave: Each employee may be granted, with the approval of his/her supervisor, paid leave time to attend a seminar, workshop or similar educational activity, which is directly related to the employee's current job assignment. Employees shall be paid for the actual time spent participating in such approved activities.
- Family and Medical Leave Act: See CSD Policy

LONGEVITY PAY

Full-Time, Full-Year employees governed by the Support Staff Handbook will be eligible for longevity payments under the terms listed below. With superintendent notice to payroll, all payments will be made in the last pay period of the fiscal year in which the applicable continuous employment anniversary date was reached.

Years Completed	Lump Sum Amount
10	\$1,500
15	\$2,000
20	\$2,500
25	\$3,000
30	\$3,500

If an employee ends employment before the last pay period of the fiscal year, yet has reached an anniversary date, he/she will be paid out the earned longevity upon separation from the School District.

PROFESSIONAL DEVELOPMENT

Each Full-Time, Full-Year employee shall be allowed to access professional development opportunities. The amount available to each employee is equal to the cost of one (1) three (3) credit hour graduate course at the prevailing tuition rate for the University of Vermont during any fiscal year. Funds are to be used for tuition and other costs associated with the course or workshop. Prior written approval by the Superintendent or Business & Operations Manager must be obtained. All courses, workshops, or seminars must be related to the employee's current job responsibilities.

EXPENSE REIMBURSEMENT

Employees must have their immediate supervisor's written authorization (usually by way of a requisition or purchase order) prior to incurring an expense on behalf of CSD. To be reimbursed for all authorized expenses, you must submit an expense report or voucher accompanied by itemized receipts and your supervisor must approve it. If you are asked to conduct CSD business using your personal vehicle, CSD will reimburse you at the rate per mile permissible by the IRS.

RETURN OF CSD PROPERTY

Any CSD property and equipment issued to you, as well as all documents, including those stored electronically, and all computer software must be returned to CSD at the time of your termination. You may be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck.

SCHOOL CLOSING

When a school or the school district is closed and students are instructed not to attend school on a scheduled school day, all School-Year employees are NOT required to report to work on that day. Such days will be rescheduled later in the year. All other Full-Year staff, however, are required to report to work unless notified differently by the Superintendent.

CALENDAR

All business conducted in CSD is based on our fiscal year which begins July 1 and ends June 30. All fringe benefits, including leaves, are prorated based upon this fiscal year.

EVALUATION

Employees will be evaluated as deemed appropriate by CSD. Such evaluations will typically be in writing, and will include comments regarding the employee's goals, objectives, and summative remarks regarding the overall performance. The evaluator must sign all evaluations before being placed in the employee's personnel file.

The employee will be given the opportunity to acknowledge that he/she has had the opportunity to review any evaluation report by affixing his/her signature to the filed copy with the express understanding that such signature does not necessarily constitute agreement with the document's content. No employee will be required to sign a blank evaluation report. The employee will also have the right to submit a written response to such material. Said response will be reviewed by the supervisor and forwarded to the Central Office for inclusion in the employee's personnel file.

Appendix A

Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public-School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61 Article I. Recognition:

1.1 In accordance with 16 V.S.A. Chapter 61 (Act 11 of the 2018 Special Session of the Vermont General Assembly) (hereafter Act 11), the five (5) representatives of participating employees on the Commission on Public School Employee Health Benefits (Employee Commissioners) are recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by Act 11. The five publicly elected school board member Commissioners appointed by the Vermont State School Boards' Association (Employer Commissioners) are recognized as representing the interests of the employing and governing school districts and supervisory unions throughout the State of Vermont within the jurisdiction created by Act 11. Together, the Employee Commissioners and the Employer Commissioners constitute the Commission on Public School Employee Health Benefits (Commission).

Article II. Definitions:

2.1 The following definitions shall be applicable to this document of the Commission (Document):

- a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vermont Agency of Education (AOE).
- b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the AOE.
- c) Support Staff: A municipal employee as defined in 21 V.S.A. Section 1722.

Article III. Scope of Bargaining:

3.1

- a) Determining eligibility for health benefit plans and tiers of coverage for school employees.
- b) Standardizing the duration of health insurance coverage during a term of employment.
- c) Negotiating per the standards set forth in 21 V.S.A. Section 2103 as the same may be amended from time to time.
- d) Researching, vetting, and establishing a system of third-party administration that is efficient and competent, technologically sophisticated, and manageable, and accountable to employers and employees.

3.2 The parties agree that nothing herein is intended to preempt or regulate an aspect of educational system employment that is outside of the statutory jurisdiction conferred upon the Commission.

Article IV. Plan Offerings:

4.1 All participating employees who are eligible for coverage will be able to select one of the four plans offered by the Vermont Education Health Initiative (VEHI): Platinum, Gold, Gold Consumer-Driven Health Plan (CDHP) or Silver CDHP.

Article V. Eligibility for Health Benefit Coverage:

5.1 Beginning on January 1, 2023, all public-school employees who work on average a minimum of 17.5 hours per week during the school year or calendar year shall have the right to enroll in a health benefit plan with an employer subsidy to pay for premium and out-of-pocket (OOP) costs. Employees may elect coverage for themselves, their spouses, domestic partners and other qualified dependents from any of the four (4) tiers (e.g., single, two-person, parent/child[ren] and family) in any of the four (4) plans (e.g., Platinum, Gold, Gold CDHP or Silver CDHP) offered by VEHI. Spouses of employees shall include those by marriage, domestic partnerships, or civil unions.

5.2 Full-time status for determining the amount of employer-subsidized coverage for premium costs will be based on full time or full time equivalent (FTE) definitions as locally negotiated or determined.

5.3 Employees who work less than full time but a minimum of 17.5 hours per week during the school year or calendar year shall be entitled to pro-rata health benefit contributions toward premiums. Employer contributions to a health reimbursement arrangement (HRA) or health savings account (HSA) will be made in full and not pro-rated.

5.4 Employees will not be subject to a probationary period before being permitted access to health insurance coverage for which they are eligible.

5.5 Health insurance coverage for new employees or employees newly eligible for health insurance coverage will start as soon as possible consistent with current VEHI/Blue Cross Blue Shield of Vermont (BCBSVT) enrollment rules.

5.6 An employee seeking to obtain benefit coverage for the employee's domestic partner and the child(ren) of that domestic partner must satisfy the following criteria and submit the attached affidavit to the district business office.

Domestic Partner/Child(ren) of Domestic Partner

The employee and the domestic partner are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship sharing a residence for not less than six consecutive months before enrolling in their school district's health benefit plan; and the employee and the domestic partner are 18-years old or older; and neither the employee nor the domestic partner is married to anyone; and the employee and the domestic partner are not related by blood closer than would bar marriage under Vermont law; and the employee and the domestic partner are competent to enter into a legally binding contract; and the employee and the domestic partner have agreed between themselves to be responsible for each other's welfare.

The employee may be required to produce documentary evidence in support of a Domestic Partnership affidavit and is required to notify their employer within thirty (30) days after the termination of a Domestic Partnership.

Child[ren] of Domestic Partner:

The child[ren] otherwise meets the eligibility criteria for dependent child[ren] under the eligibility provisions for school health benefit coverage; and The child[ren] can be, and is, claimed as a dependent by the employee and/or the domestic partner for federal income tax deduction purposes; and the child[ren] resides with the employee and the domestic partner; and The employee and the domestic partner have agreed between themselves to be jointly responsible for the child's welfare.

5.7 Duration of Insurance Availability: the health insurance offered under this Document shall be co-terminus with a covered employee's status as an eligible educational employee and will terminate when such status terminates. Nothing herein, however, is intended to affect a former employee's rights under COBRA or to adversely affect a district or the applicable bargaining unit from negotiating continuing responsibility for COBRA payments in connection with any separation from employment.

Article VI. Premium Cost-sharing: Employers and Employees:

6.1 For Teachers, Licensed School Administrators: Commencing January 1, 2023, all licensed teachers and administrators shall contribute 20% of the premium share of the Gold CDHP plan or for lower priced plans for any tier of coverage offered by VEHI, and the employing school districts shall contribute 80% of such premium share.

6.2 For all Other School Employees: Commencing January 1, 2023, all unlicensed support staff shall contribute 20% of the premium share of the Gold CDHP plan or for lower priced plans for any tier of coverage offered by VEHI, and the employing school districts shall contribute 80% of such premium share.

Article VII. Out-of-Pocket Cost Sharing: Employers and Employees

7.1 For Teachers, Licensed School Administrators: Commencing January 1, 2023, all licensed teachers and administrators shall contribute 20% of the premium share of the Gold CDHP plan or for lower priced plans for any tier of coverage offered by VEHI, and the employing school districts shall contribute 80% of such premium share.

7.2 For all Other School Employees: Commencing January 1, 2023, all unlicensed support staff shall contribute 20% of the premium share of the Gold CDHP plan or for lower priced plans for any tier of coverage offered by VEHI, and the employing school districts shall contribute 80% of such premium share.

Article VIII. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

8.1 Cost Sharing: Employees who have part-time contracts with multiple school district employers, but who meet the minimum eligibility standards hereof based on all such contracted for work, shall be eligible for health insurance coverage according to this Document (“Eligible Employee with Multiple Employers”) as follows: Each district will bear a proportional premium, OOP and administrative fees sharing responsibility equal to the part time percentage of the employee’s contract. For example, if district “A” has a 60% employment contract/relationship with the school employee, District “A” will be responsible for 60% of the total district costs sharing responsibility set forth herein.

8.2 Plan Administration for Multiple District Employee: For an Eligible Employee with Multiple Employers, administration of the employee’s health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the district that first employed the employee will have responsibility of administering the employee’s insurance benefits.

8.3 Transfers Between Educational Employers: If an Eligible Employee with Multiple Employers transfers between two employers bound by this Document during any one calendar year the employee’s coverage under the plan shall remain unchanged. However, the employer obligations under this Document shall be appropriately pro-rated between the two employers and the new employer shall take on applicable administrative responsibilities.

Article IX. General:

9.1 All terms and conditions of this Document will be incorporated by reference into existing collective bargaining agreements in accordance with applicable laws.

9.2 All terms and conditions of this Document will be incorporated by reference into school

policies or individual employment contracts that govern health benefits for school employees not in recognized bargaining units in accordance with applicable laws.

9.3 Nothing in this Document shall be construed to deny, restrict or add in any way the right to health insurance coverage through an employer's health care plan that employees and their dependents are entitled to under federal COBRA rules, the federal Family Medical and Leave Act (FMLA), Vermont's Family and Medical Leave Laws, or other state and federal statutes.

Article XI. Transitioning to a Statewide Third-Party Administrator Services in the Interim:

11.1 Employers shall pay the administrative expenses charged by the Third-Party Administrator (TPA).

11.2 Autopayment to providers will be the default payment method unless requested otherwise by the bargaining unit.

11.3 The TPA chosen shall be able to provide debit cards to facilitate payments when autopayment is not an option. Debit cards must be provided to employees prior to January 1st of each year of this Document.

Cash in Lieu of Healthcare Benefits

Under 16 V.S.A. 2103(f), beneficiaries of the statewide healthcare plan benefits cannot "double dip" (i.e., receive plan benefits under the plan as a two-person or family tier participant and simultaneously receive cash in lieu of benefits for opting out of their employer's plan). However, if a double dip is not occurring, unions and school districts may bargain for or otherwise independently set the amount of cash in lieu an employee will receive for electing against plan participation, although the employee must still verify their participation in another health care plan.