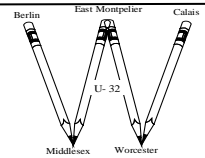


# Washington Central Unified Union School District

*WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.*

1130 Gallison Hill Road  
Montpelier, VT 05602  
Phone (802) 229-0553  
Fax (802) 229-2761

Debra Taylor, Ph.D.  
Interim Superintendent



## Washington Central Unified Union School District Board

### Meeting Agenda - REVISED

**2.19.20 6:30 – 9:30 PM**

**Calais Elementary School, 321 Lightening Ridge Rd, Plainfield**

**TIME**  
(in minutes)

- |    |      |   |
|----|------|---|
| 5  | 1.0  | Call to Order   |
|    | 1.1  | Reception of Guests   |
|    | 1.2  | Agenda Revisions  |
|    | 1.3  | Public Comments   |
| 15 | 2.0  | Policy (Discussion/Action)  |
|    | 2.1  | Policy Committee Report – pg. 2   |
|    | 2.2  | First Reading of B1 Substitute Teachers, B2 Volunteers & Work Study Students, B3 Alcohol & Drug Free Wkplace, B6 HIPPA Compliance, B7 Tobacco & Vaping Prohibition, B20 Personnel Recruitment, Selection, Apptment & Background Cks, B21 Professional Dvpmnt, B22 Public Complaints About Personnel, B30 Staffing & Job Descriptions, B31 Educator Supervision & Evaluation: Probationary Teachers, B32 Personnel Files, B33 Resignations, B35 FMLA Policies - pg.6 |
|    | 2.3  | Second Reading of A34 Board Relations with School Personnel – pg. 54  |
| 4  | 3.0  | Consent Agenda (Action)   |
|    | 3.1  | Approve Minutes of 2.5.20 and 2.6.20- pg. 56  |
|    | 3.2  | Approve Board Orders  |
| 30 | 4.0  | Book Reflection – Equity from the Board Room to the Classroom Chapter 8-10 (Discussion)   |
| 10 | 5.0  | Reports (Discussion)  |
|    | 5.1  | Student   |
|    | 5.2  | Superintendent – pg. 62   |
|    | 5.3  | Leadership Team – pg. 66  |
|    | 5.4  | Negotiations  |
| 15 | 6.0  | Board Operations (Discussion)   |
|    | 6.1  | Annual Meeting – March 2  |
|    | 6.2  | Town Meeting – March 3  |
|    | 6.3  | Reorganization Meeting – March 4  |
|    | 6.4  | Schedule Board Retreat – March  |
| 5  | 7.0  | Finance (Action)  |
|    | 7.1  | Technology Bid – WAN and Fiber Expansion – pg. 70   |
| 2  | 8.0  | Personnel (Action)  |
|    | 8.1  | Approve Hires, Resignations, Retirements – pg. 72   |
| 3  | 9.0  | Future Agenda Items   |
|    | 9.1  | Possible Renaming of District   |
|    | 9.2  | Solar Power Discussion  |
|    | 9.3  | Youth Risk Behavior Survey  |
|    | 9.4  | Co-Curricular Report  |
|    | 9.5  | Early Childhood Programming   |
|    | 9.6  | Student Performance Update  |
| 90 | 10.0 | Executive Session for Personnel   |
|    | 10.1 | Residency/Tuition Waiver Appeal   |
|    | 10.2 | Administrator Contracts   |
|    | 10.3 | Superintendent Contract   |
| 1  | 11.0 | Adjournment   |

# Washington Central Unified Union School District

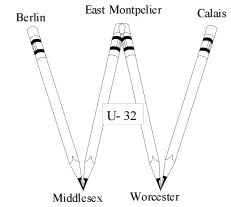
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Interim Superintendent



## **WCUUSD Policy Committee Unapproved Minutes 2.11.20 5 – 7 pm**

1130 Gallison Hill Road, Montpelier

**Present:** Chris McVeigh, Jaiel Pulskamp, Marylynne Strachan, Steven Dellinger-Pate, Jody Emerson, Jen Miller-Arsenault, Debra Taylor

1. Call to Order: Chris McVeigh called the meeting to order at 5:07 p.m.

Steven Dellinger-Pate was present to discuss the issue of proficiency based grading, as the board had discussed previously whether or not creating a policy around proficiency based grading (PBG) might be appropriate.

Steven Dellinger-Pate stated that proficiency based grading is included in the school profile. He noted that students are getting college admission offers and that U-32 is getting feedback from colleges that the school profile and transcript using proficiency based grading are clear.

Jaiel Pulskamp asked whether Montpelier High School had shared whether their students' college admissions decisions were affected by proficiency based report cards. He replied that he has not asked MHS about that. Some discussion followed about the difficulty of knowing reasons why students are accepted, rejected or deferred in response to college applications, before proficiency based grading, or now in light of proficiency based grading.

Steven Dellinger-Pate stated that, for students who are seeking admission to really competitive schools (for example, Duke), U-32 could support them in other ways besides the grading system; e.g., ACT/ SAT scores, resumes. He does not see PBG being the deterrent.

Superintendent Taylor indicated that Policy D1: Proficiency Based Graduation Requirements is in existence; she recommended that the committee could consider that policy, rather than creating a new one or additional one.

Chris McVeigh asked Principal Dellinger-Pate what had happened that caused families to be upset about college admissions re: PBG. He stated that some of the bigger state schools had communicated (e.g. University of Rhode Island) that they weren't able to make sense of how to convert the transcripts to the more traditional system. Discussion continued around the college admission process.

Steven Dellinger-Pate indicated that there is not a lot of difference as far as they can tell, about college admission trends - he is considering sharing with families information/ lists about colleges where U-32 students have been admitted. He explained that comparing PBG with previous grading system is not possible because PBG is a criterion system, whereas the letter-grade system is not. Steven Dellinger-Pate believes that being able to show transferable skills will be a boost as far as more accurately describing each student's profile.

Jaiel Pulskamp stated that she believes one of the challenges is in the communication piece - teachers to students, and school to families/ communities - to help better understand PBG. Marylynne Strachan stated that teachers need to be clear in their understanding of how the grading system works, so they can explain to students and families in ways that make sense.

Steven Dellinger-Pate shared that Lisa LaPlante is part of a group of Directors of Guidance who meet regularly and discuss issues such as college admissions. Some suggestions were made around communicating with colleges as well as communicating with families - for example, asking families, what have you heard back from colleges? and following up with colleges to clarify issues if needed.

2. Approve Minutes of 1.6.20: **Marylynne Strachan moved to approve the January 6, 2020 minutes. Seconded by Jaiel Pulskamp, this motion carried unanimously.**

3. Requested Review

3.1 B35 Family Medical Leave Policy: Debra Taylor shared that the Negotiations team has been discussing this issue, and that they have seen this draft policy.

Jody Emerson explained some of the issues that have come up regarding using "weeks" versus "days" in the policy. Debra Taylor explained that the Negotiations team has addressed this in their work. Marylynne Strachan asked how the FMLA policy addresses parents who use such leave to attend IEP meetings or for mental health appointments. She noted that the federal Department Of Labor had shared an opinion letter in August 2019 about this.

The committee agreed to share this for a first reading to the board. The language in the policy will be changed from weeks to days.

#### 4. Review Existing Policies

##### 4.1 Section B – Personnel

4.1.1 Current: B1: Substitute Teachers - the committee reconsidered this policy, as the pronouns had been edited. Jaiel Pulskamp asked if all of the policies, overall, have been edited to change pronouns to “they.” Superintendent Taylor thinks they have. Jody Emerson asked whether there had been follow up as discussed at the previous meeting, as to whether other schools require bachelor’s degrees for substitutes. The committee agreed to add to qualifications: *“four years experience beyond high school, or bachelor’s degree preferred.”* This policy is ready to go to the WCUUSD Board.

##### B2: Volunteers and Work Study Students Policy:

Committee members would like to change the language to: *“A person who is a convicted sex offender, or a person with a substantiated finding of child or vulnerable adult abuse/ neglect, shall not be eligible to be a work study student or volunteer.”* (to make the language more stringent.)

(eliminate the underlining in the *implementation* portion of the policy.)

Under Legal References, delete 21 V.S.A.

This policy is ready to go to the WCUUSD Board.

##### B3: Alcohol and Drug-Free Workplace:

Remove the word “illegal” (twice) in the first paragraph; add “under the *impairing* influence” (twice).

Also change the pronouns in the document: Superintendent Taylor will ask Krista to edit all of the policies, throughout, to change the pronouns to “they”/ “their.”

This policy is ready to go to the WCUUSD Board.

B6: HIPAA: This policy is ready to go to the WCUUSD Board (with pronoun edits).

##### B7: Tobacco Prohibition

Jody Emerson indicated that vaping incidents are currently reported under drug and alcohol offenses because she is not able to know the substance that is vaped.

Ms. Emerson shared that, regardless of tobacco or marijuana, the response from the school is similar - there is a strong educational component, regardless.

The committee agreed to include the language that Chris McVeigh had included around vaping.

This policy is ready to go to the WCUUSD Board.

B20: Personnel Recruitment, Selection, Appointment and Background Checks:  
This policy is ready to go to the WCUUSD Board, with noted changes that Chris McVeigh had provided.

B22: Public Complaints About Personnel: Under “Resolving Complaints,” change “arty” to “party.”

This policy is ready to go to the WCUUSD Board.

#### 4.1.2 Additional

B21: Professional Development: “professional development committee” should be noted “curriculum council.” “Action plan” in the document should be noted “Continuous Improvement Plan.”

This policy is ready to go to the WCUUSD Board with noted edits.

The committee agreed that the other recommended policies in this section: B30, B31, B32, B33, should go to the WCUUSD Board for first readings. Edits required will be (1) pronouns as well as (2) changing “Action Plan” to “Continuous Improvement Plan.”

Chris McVeigh had provided a draft policy: Non-Retribution/ Retaliation Policy, to consider at the next Policy Committee meeting.

Committee members agreed to change the start time of meetings to 4:30, starting on March 10th.

Chris McVeigh had collected some policies around School Choice. He will email to disseminate to committee members. The committee had agreed to address this in April.

5. Adjourn: The committee adjourned by consensus at 7:00 p.m.

Respectfully submitted,  
Lisa Stoudt, Committee Recording Secretary

Next meeting: March 10th 4:30 - 6:30

## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

POLICY: B1

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## SUBSTITUTE TEACHERS

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### Policy

It is the policy of the Washington Central Unified Union School District to employ substitute educators who will meet the minimum qualifications outlined by Vermont Standards Board for Professional Educators (VSBPE) Rule, as well as the additional requirements established by this policy.

### Qualifications

No person will be placed on the qualified substitute list unless that person has graduated from high school. Four years of experience beyond high school, or bachelor's degree preferred.

### Unlicensed Persons

An unlicensed person may be employed as a substitute teacher for up to 30 consecutive calendar days in the same assignment. The Superintendent may apply to the Vermont Standards Board for Professional Educators or its designee for emergency or provisional licenses as provided in VSBPE Rules 5350 and 5360.

### Licensed Educators

A substitute teacher who is licensed but not appropriately endorsed for the position for which ~~he or she is—they are~~ employed may fill a position for thirty consecutive calendar days in the same assignment. The Superintendent may apply to the Vermont Standards Board for Professional Educators or its designee for an additional thirty days for specific substitute teachers, or for provisional licenses as provided in VSBPE Rule 5350.

### Administrative Responsibilities

A list of qualified substitute teachers, organized by grade level and subject, will be developed by the Superintendent or ~~his or her~~their designee for all schools in the District.

The Superintendent or ~~his or her~~their designee will conduct an orientation session for substitute teachers each year, including information on the prevention, identification, and reporting of child sexual abuse, as required by 16 V.S.A. 563(a). Each teacher under contract will compile a packet of information containing pertinent substitute teacher information as defined by the Principal.

Substitute teachers will be paid per diem wages as determined by the Superintendent from year to year. Distinctions in pay level may be made based on the need for the substitute teacher to prepare lessons and assess and record student progress, on the length of service and on the credentials of the substitute teacher.

*Legal Reference(s):*     *Vt. Standards Board for Professional Educators Rules §§5381 et seq.*  
                                      *16 V.S.A. §558 (Employment of school board members)*  
                                      *16 V.S.A. §251 et seq. (Access to Criminal Records)*

## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

POLICY: B1

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

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## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

## Board of Directors' Policy

POLICY: B2

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## VOLUNTEERS AND WORK STUDY STUDENTS POLICY

### Policy

Washington Central Unified Union School District recognizes the valuable contributions made by volunteers and work study students. It further recognizes that appropriate supervision of volunteers and work study students will enhance their contributions, as well as fulfill the responsibility that the district has for the education and safety of its students.

### Definitions

For the purposes of this policy and procedures developed pursuant to this policy:

1. **Volunteer:** A volunteer is any individual including parents not employed by the School District who works on an occasional or regular basis assisting with educational activities including coaches, chaperones, in or out of the school setting. A volunteer works without compensation or economic benefits.
2. **Work Study Student:** A work study student means a post-secondary student who receives compensation for work performed at a school operated by the district as part of a work experience program sponsored or provided by the college or university at which he or she is enrolled. A student working toward a teaching credential who may be placed at a school as a student teacher is not a work study student.

### Implementation

The Superintendent shall develop procedures to ensure that volunteers and work study students are appropriately screened prior to entering into service in the school district. ~~The screening process utilized by the school district shall include different levels of background checks depending upon the type of contact the volunteer or work study student will have with children. All background checks shall at a minimum include use of the tools currently recommended by the State of Vermont for checking for substantiated findings of child or vulnerable adult abuse/neglect and sex offender convictions.~~ A person who is a convicted sex offender, ~~shall not be eligible to be a work study student or volunteer. In the case of or~~ a person with a substantiated finding of child or vulnerable adult abuse/neglect, ~~the Superintendent shall determine the person's eligibility shall not be eligible~~ to ~~serve as~~ be a work study student or volunteer.

Legal Reference(s):	4 V.S.A. §1102(b)(8)(Unauthorized disclosure)
	16 V.S.A. §564 (Harassment & hazing prevention)
	16 V.S.A. §260 (Supervision policy requirement)
	20 V.S.A. §§2062, 2063 (Fees)
	20 V.S.A. §2056c (Dissemination of criminal history)
	<del>21 V.S.A.</del>



## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

## Board of Directors' Policy

POLICY: B2

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

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	<i>20 V.S.A. §§2062, 2063 (Fees)</i>
	<i>20 V.S.A. §2056c (Dissemination of criminal history)</i>

<sup>[1]</sup>  
**Required**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** **B3**

**WARNED:** **1.10.2020**

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

## <sup>[2]</sup> **ALCOHOL and DRUG-FREE WORKPLACE**

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### **Policy<sup>[3]</sup>**

It is the policy of the Washington Central Unified Union School District to maintain a workplace free of alcohol and drugs. No employee, volunteer or work study student <sup>[4]</sup> will unlawfully manufacture, distribute, dispense, possess or use alcohol or any drug on or in the workplace. Nor shall any employee, volunteer or work study student be in the workplace while under the impairing influence of ~~illegal~~ drugs or alcohol. If there are reasonable grounds to believe that an employee, volunteer or work study student is under the impairing influence of ~~illegal~~ drugs or alcohol while on or in the workplace, the person will be immediately removed from the performance of ~~his or her~~their duties.

### **Definitions**

**Drug** means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined by state or federal statute or regulation unless prescribed.<sup>[5]</sup>

**Workplace** means the site for the performance of work for the School District, including any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities. It also includes off school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event, where students are under the jurisdiction of the School District.<sup>[6]</sup>

**Employee** means all persons directly or indirectly compensated by the school district for providing services to the district and all employees ~~of and/or~~ independent contractors who provide services to the district.<sup>[7]</sup>

**Volunteer** means an individual not employed by the School District who works on an occasional or regular basis in the school setting to assist the staff. A volunteer works without compensation or economic benefits provided by the school district.

**Work Study Student** means a post-secondary student who receives compensation for work performed at the school as part of a college work experience program. For purposes of this policy, an intern, working without pay, will be considered as a work study student. A student working toward a teaching credential who may be placed at a school as a student teacher is not a work study student.

### **Employee Responsibilities**

As a condition of employment, each employee will notify the Superintendent in writing of ~~his or her~~their conviction of any criminal alcohol or drug statute for a violation occurring on or in the workplace as defined above. The employee must notify the Superintendent no later than five days after such conviction. Entry of a *nolo contendere* plea shall constitute a conviction for purposes of this policy, as will any judicial finding of guilt or imposition of sentence. Within 10 days of notification from an employee, or receipt of actual notice of an alcohol or drug conviction, the Superintendent will notify any federal or state officers or agencies legally entitled to such notification.<sup>[8]</sup>

An employee, volunteer or work study student who violates the terms of this policy may be asked to satisfactorily complete an alcohol or drug abuse assistance or rehabilitation program approved by the Superintendent. In addition, an employee who violates the terms of this policy will be subject to disciplinary action, including but not limited to non-renewal, suspension or termination at the discretion of the Superintendent or, if required, the Board.<sup>[9]</sup>

#### **D8 Alcohol and Drug Free Workplace Notes and References:**

<sup>[1]</sup> Alcohol is not considered a “controlled substance” under federal law. The Drug Free Workplace Act therefore does not require that alcohol be included in an employer’s prohibition of drugs in the workplace. Vermont law does authorize employers to prohibit alcohol possession and/or use of alcohol in the workplace. The Vermont drug testing law defines “drug” broadly, and includes alcohol as a “drug.” 21 V.S.A. §511(3).

<sup>[2]</sup> The Drug Free Workplace Act of 1988 applies to all individuals or organizations that receive federal grants and any individuals or organizations that are federal contractors whose contracts exceed \$100,000. The Act does not explicitly require a Drug Free Workplace policy, but it does require covered entities to “...establish a drug-free awareness program to inform employees about...the *grantee’s policy of maintaining a drug free workplace...*”. 41 U.S.C. §702(1)(b)(ii).

<sup>[3]</sup> The Drug Free Workplace Act requires specific actions on the part of employers including publication of a statement notifying employees of the prohibition against illegal drugs in the workplace, the establishment of a drug-free awareness program with specific elements, the notification to employees that compliance with the prohibition against drugs is a requirement for employment and imposing specific sanctions on any employee who is convicted of violations occurring in the workplace. See 41 U.S.C. §701.

<sup>[4]</sup> The inclusion of volunteers and work study students as “employees” for purposes of this policy is optional. See *endnote 7 below*.

<sup>[5]</sup> The Drug Free Workplace Act uses the term “controlled substance” as synonymous with the term “drug.” Controlled substances are listed in the federal law at 21 U.S.C. 812.

<sup>[6]</sup> Definition derived from 41 U.S.C. §706(1).

<sup>[7]</sup> 41 U.S.C. §706(2). See also U.S. Department of Labor *Drug –Free Workplace Advisor*, <http://www.dol.gov/elaws/asp/drugfree/policy.htm>. Note that the federal law defines “employee” as one “..directly engaged in the performance of work pursuant to a federal grant or contract, whether or not the employee is paid through grant or contract funds. An employer may expand the coverage of this policy to include all employees, whether or not they are engaged in work pursuant to federal grants.

<sup>[8]</sup> See 41 U.S.C. §702(a)(1)(D).

<sup>[9]</sup> See 16 V.S.A. §242(3)(C) for authority of superintendent to dismiss employees subject to due process and other legal requirements.

<sup>[1]</sup>  
**Required**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** **B3**

**WARNED:** **1.10.2020**

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

<sup>[2]</sup>  
**ALCOHOL and DRUG-FREE WORKPLACE**

---

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**Definitions**

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<sup>[4]</sup> The inclusion of volunteers and work study students as “employees” for purposes of this policy is optional. *See endnote 7 below.*

<sup>[5]</sup> The Drug Free Workplace Act uses the term “controlled substance” as synonymous with the term “drug.” Controlled substances are listed in the federal law at 21 U.S.C. 812.

<sup>[6]</sup> Definition derived from 41 U.S.C. §706(1).

<sup>[7]</sup> 41 U.S.C. §706(2). *See also* U.S. Department of Labor *Drug –Free Workplace Advisor*, <http://www.dol.gov/elaws/asp/drugfree/policy.htm>. Note that the federal law defines “employee” as one “..directly engaged in the performance of work pursuant to a federal grant or contract, whether or not the employee is paid through grant or contract funds. An employer may expand the coverage of this policy to include all employees, whether or not they are engaged in work pursuant to federal grants.

<sup>[8]</sup> *See* 41 U.S.C. §702(a)(1)(D).

<sup>[9]</sup> *See* 16 V.S.A. §242(3)(C) for authority of superintendent to dismiss employees subject to due process and other legal requirements.

**Required**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT  
COMPLAINCE (HIPAA)**

**POLICY:** B6

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

The Washington Central Unified Union School District shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with regard to any employee benefit or group health plan provided by the district that is subject to the requirements of the Act. The superintendent or ~~his or her~~their designee shall develop and implement procedures necessary to ensure continuing compliance with the requirements of HIPAA.

*Legal References:*

*42 U.S.C. 1320d-2 and 1320d-4  
45 C.F.R. Subpart C*

**Required**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT  
COMPLAINT (HIPAA)**

**POLICY:** B6

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

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45 C.F.R. Subpart C*



## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

Board of Directors' Policy

POLICY: B7

WARNED: 2.15.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## TOBACCO AND VAPING PROHIBITION

### Policy

In accordance with state law, it is the policy of the Washington Central Unified Union School District to prohibit the use of tobacco or tobacco substitutes on district or school grounds or at school sponsored functions. This ban extends to any student, employee or visitor to the school, and applies at all times, whether or not school is in session. Students are, furthermore, prohibited from possessing tobacco products, tobacco substitutes or tobacco paraphernalia at all times while under the supervision of school staff or at school-sponsored activities. The Superintendent or ~~his or her~~their designee shall develop procedures, rules and regulations that are necessary to implement this policy ~~and, which,~~ at a minimum, will include provisions ensuring that tobacco products, tobacco substitutes or tobacco paraphernalia are confiscated when found in the possession of students.

Because of the potential health risks vaping and vaping products pose, this policy also applies to vaping and vaping products of any kind.

### Definitions

For purposes of this policy and administrative rules and procedures developed pursuant to this policy:

1. **School grounds** means any property and facilities owned or leased by the school and used at any time for school related activities, including but not limited to school buildings, school buses, areas adjacent to school buildings, athletic fields and parking lots.
2. **School sponsored activity** means activities including but not limited to field trips, project graduation events, sporting events, work internships and dances.
3. **Tobacco product** has the same meaning as set forth in 7 V.S.A. 1001(3), as amended from time to time.
4. **Tobacco paraphernalia** has the same meaning as set forth in 7 V.S.A. 1001(7), as amended from time to time.
5. **Tobacco substitutes** has the same meaning as set forth in 7 V.S.A. 1001(8), as amended from time to time.
6. Vaping products meaning any and all vaping devices or canisters or other items used to vape, in any and all forms.

Procedures related to this policy shall be found in the school handbooks and on the district website.

Legal Resource(s):     16 V.S.A. §140 (Tobacco on school grounds)  
                              18 V.S.A. §§1421 et seq. (Smoking in the workplace)  
                              7 V.S.A. 1001 et seq.

## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

Board of Directors' Policy

TOBACCO AND VAPING PROHIBITION

POLICY: B7

WARNED: 2.15.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

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## Recommended

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

POLICY: B20

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## PERSONNEL RECRUITMENT, SELECTION, APPOINTMENT AND BACKGROUND CHECKS

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### Policy

It is the policy of the Washington Central Unified Union School District to select for employment only persons of good character who have the skills and other qualifications necessary to fulfill job requirements while complying with the provisions of state law regarding the recruitment, selection, and employment of school district employees and contractors.

Individuals applying for the following employment positions are ~~Persons~~ subject to criminal record checks and abuse registry checks under this ~~policy include all~~ policy: all those recommended for full-time, part-time or temporary employment in the school district, including student teachers, and those contractors and employees of contractors and sub-contractors, who may have unsupervised contact with students and are subject by law to criminal record and abuse registry checks prior to or in the course of employment.

The ~~S~~superintendent may request a name and date of birth or fingerprint-supported check of the criminal record of any current employee who has previously undergone a check at any time during the course of the record subject's employment in the capacity for which the original check was required.

The ~~D~~istrict shall ensure that adults employed in the District's schools ~~maintained by the district~~ receive orientation, information or instruction on the prevention, identification, and reporting of child abuse as required by state law. The ~~d~~istrict will also provide opportunities for parents, guardians, and other interested persons to receive the same information.

### Definitions

1. The term "criminal record" as used in this policy shall have the same meaning as defined in 16 V.S.A. § 252(1).
2. The term "unsupervised" as used in this policy shall have the same meaning as defined in 16 V.S.A. § 252(4).
3. The term "abuse registry" as used in this policy shall include the Vermont Child Protection Registry maintained by the Vermont Department for Children and Families and the Vulnerable Adult Abuse Registry maintained by the Vermont Department of Disabilities, Aging and Independent Living.

4. The terms “employ” or “employment” as used in this policy shall, as the context requires, apply to individuals who are, or are being considered for, full-time, part-time or temporary employment in the school district, including student teachers and those contractors and employees of contractors and sub-contractors, who may have unsupervised contact with students.

### **Recruitment**

1. The board is committed to securing the services of the best personnel available. Only individuals who meet applicable state licensing requirements, or are eligible for waiver, will be employed.
2. The board seeks minority applicants in accordance with its policy pertaining to non-discrimination. The District will attempt to provide an educational experience enhanced by the professional contributions of representatives of different races, physical conditions, sexes, ethnic backgrounds and age groups.
3. All personnel will be recruited by the dDistrict's administrative staff under the immediate direction of the superintendent.
4. Written or electronic applications will be required of candidates for employment. The application will include a statement ~~to be~~ signed by the candidate listing the dates, locations and dispositions of any convictions, including findings of guilt, pleas of nolo contendere or guilty, for criminal violations. The application will also include a warning to the applicant that falsification of information on the application or during the application process will be grounds for dismissal if the applicant is hired.

### **Selection**

1. It is the policy of the Board to select employees ~~solely~~ on the basis of character, professional qualifications, and critical job requirements. Employees will be selected in a manner that does not unlawfully discriminate. The Superintendent shall require ~~that all~~ applicants, as a condition of employment consideration, to cooperate fully with background investigations, supplying references and releases so the dDistrict can contact previous employers. ~~For A~~pplicants the sSuperintendent is prepared to recommend for employment will be expected to provide fingerprints, releases and other information necessary to conduct criminal record background investigations. The costs of such checks will be borne by the ~~(prospective employee) (the school district)~~ District. All offers of employment will be conditioned upon satisfactory completion of the background investigation and a finding that the information provided by the application during the pre-employment process was accurate, complete and truthful.
2. The Superintendent shall request a criminal record check through the Vermont Criminal Information Center (VCIC) on any candidate ~~he or she~~ they intends ~~s~~ to appoint or ~~is prepared~~ to recommend for appointment. Requests will be made for fingerprint-supported criminal records from the FBI as well as criminal records from the state of Vermont and any state in which the superintendent knows the applicant has resided or been employed. The sSuperintendent shall maintain such records in accordance with state law.
3. The Superintendent shall also request information through any available abuse registry to determine whether there are any substantiated abuse/neglect charges or sex offense

convictions against an applicant before appointing or nominating a candidate for employment. The ~~S~~uperintendent shall maintain such records in accordance with state law.

4. Employment conditioned on the completion of a background check may be terminated if it is determined that the employee failed to respond truthfully to questions about criminal activity or prior employment. In any event the Superintendent shall forward the information received from VCIC to the person about whom the request was made and inform the person of their rights to challenge the accuracy of the record and to determine the disposition of the record under 16 V.S.A. §§255(f), (g).
5. Providing a safe learning environment for students is a primary consideration in ~~D~~istrict employment decisions. The ~~D~~istrict will base such decisions on all relevant information, qualifications, and circumstances. Unfavorable background check information is not an automatic bar to employment, nor is a background check with no unfavorable information a guarantee of employment. However, no person convicted of a sexual offense requiring registration on the Vermont comprehensive sex offender registry shall be employed by the school district or supervisory union.

### **Appointment**

1. The appointment of licensed employees will be made by the ~~B~~oard subject to the nomination of candidates by the ~~s~~Superintendent of schools.
2. Subject to any pre-employment screening processes approved by the ~~B~~oard, the ~~S~~uperintendent shall appoint all non-licensed employees to be employed by the school district or supervisory union.
3. Contracts of employment or other notification of employment will be conditional pending receipt of criminal records check information and evaluation of that information.
4. Upon completion of a criminal records check, the ~~S~~uperintendent shall:
  - notify the person subject to the check about the ~~D~~istrict's protocol for maintenance of criminal history files, and
  - ask the person subject to the check to indicate if his or her record should be maintained or destroyed after the retention period specified in the District's user agreement with VCIC.
5. Employees who have been employed for fewer than two years in Vermont public schools are considered probationary teachers and may be offered a probationary contract.
6. All offers of employment may be withdrawn based on the criminal records check report or upon a finding that the information provided by the applicant during the pre-employment process was inaccurate, incomplete, or untruthful.

*Legal Reference(s): 16 V.S.A. §§251 et seq. (Criminal record checks)  
16 V.S.A. §242(3) and 563 (12) (Responsibility for hiring)  
Act 1 of 2009 (Adjourned Sess.)  
Act 108 of 2010*

**Recommended**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B20

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**PERSONNEL RECRUITMENT,  
SELECTION, APPOINTMENT AND BACKGROUND CHECKS**

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Act 1 of 2009 (Adjourned Sess.)  
Act 108 of 2010*

## Recommended

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

Board of Directors' Policy

POLICY: B21

WARNED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## PROFESSIONAL DEVELOPMENT

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### Policy

It is the policy of the Washington Central Unified Union School District and its member districts to support the important connection between educator professional development and improved student achievement and assure that professional and para-professional staff members acquire and maintain the knowledge and skills needed to contribute effectively to the achievement of the goals and strategies articulated by the ~~school action~~ continuous improvement plan.

### Principles to Guide Professional Development

The School District shall provide, or arrange for the provision of professional development programs, or both, for teachers, administrators, and staff within the School District.<sup>i</sup> Professional development programs provided by the School District will be directly linked to student performance goals identified in the ~~annual action~~ continuous improvement plan.<sup>ii</sup>

The superintendent will oversee a professional development system that is characterized by the following:

1. Its primary focus is on improved student learning and achievement
2. It is based on current, documented research findings
3. It provides structure and substance that allow continuity
4. It focuses on content and curricular needs as well as teaching methodology
5. It includes the needs of all who contribute to the education system
6. It is developed and directed by professional educators

### Implementation

The superintendent or their designee will develop a process to analyze student performance data, best-practices research, state and local standards compliance, and the ~~action plan~~ priorities, all of which provide input to the creation of annual and multi-year professional development programs.

A ~~professional development committee~~ Curriculum Council may be composed of teachers, instructional assistants, support staff and administrators. The committee will recommend a professional development plan that will contribute to the accomplishment of the district's priorities.

After consultation with the ~~professional development~~ Curriculum Council and ~~the action planning committees~~ Continuous Improvement Plan, the superintendent will recommend to the school board a needs-based professional development plan and yearly calendar. The superintendent will make recommendations to ensure adequate financial resources and time for educators to participate in appropriate professional development experiences.

The superintendent, in collaboration with principals and other administrators, will:

1. Coordinate professional development activities with district standards and goals, to ensure that professional development activities are, to the fullest extent practicable, aligned with the school and district plans and professional development needs;
2. Provide adequate opportunities to prepare educators to utilize assessment data for the purpose of increasing student achievement and to improve the overall effectiveness of the curriculum;
3. Ensure for new teachers that appropriate training in standards-based instruction be provided and implement a system of mentoring for professional staff during the first two years of employment.

The superintendent will at least annually report to the school board the effectiveness of staff professional development and the relationship to the student achievement goals identified within the ~~annual action~~continuous improvement plan.

The school board will negotiate employment contracts that place high priority on provisions that will support the district's professional development system.

The district's professional development system will be reviewed annually.

*Legal Reference(s):*        16 V.S.A. §261a  
                                     Vermont State Board of Education Manual of Rules & Practices §2120.1

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<sup>i</sup> See 16 V.S.A. §261a(a)(5)

<sup>ii</sup> See Vermont State Board of Education Manual of Rules and Practices, Section 2120.1

## **Recommended**

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B21

**WARNED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

## **PROFESSIONAL DEVELOPMENT**

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                                     *Vermont State Board of Education Manual of Rules & Practices §2120.1*

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<sup>i</sup> See 16 V.S.A. §261a(a)(5)

<sup>ii</sup> See Vermont State Board of Education Manual of Rules and Practices, Section 2120.1

## Recommended

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

POLICY: B22

WARNED: 2.14.2020

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

## PUBLIC COMPLAINTS ABOUT PERSONNEL

### Policy

It is the policy of the Washington Central Unified Union School District to see that complaints about school personnel are considered in a timely ~~manner~~ process that is fair to all parties. The ~~D~~istrict places trust in its employees and desires to support their actions ~~in such a manner~~ so that employees are freed from unnecessary, spiteful, or unjustified criticism or complaints.

### Resolving Complaints

~~Any individual with a complaint about a District employee~~ The complainant shall be encouraged to first ~~to~~ bring a complaint to the individual concerned. If the problem cannot be resolved with the individual concerned, it should be brought to the attention of the individual concerned's immediate supervisor or administrator. The complaint should be in writing stating the issues and supporting facts. The individual employee involved shall be given every a reasonable opportunity for explanation, comment, and presentation of the facts as ~~he/she~~ they sees them.

If the issue is not resolved by involvement of the immediate supervisor, the complainant may refer the issue to the Pprincipal of the school where the District employee primarily works for ~~his or her~~ their review and decision. ~~In the event~~ If the Pprincipal's review does not lead to a satisfactory resolution, the compliant may submit the issue to the Superintendent for review and decision. At each review step, if the complainant submits any additional information or argument, all of which must be in writing, to a reviewing administrator, the involved District employee shall have three business days in which to respond to the submission. The District shall provide copies of any written material to the other party involved in the dispute immediately.

In cases of alleged discrimination, the complainant should follow the procedures accompanying anti-discrimination policy.

### Appeal to the Board

If the above steps do not resolve the ~~concern of the complainant~~ dispute, either party, he/she may request a session of the Board for the purpose of reviewing the Superintendent's decision. If the school Board decides to hear the ~~request appeal of the complainant~~, it shall invite all parties involved including the appropriate school and ~~supervisory union~~ District administrators to attend a meeting for purposes of presenting facts, making further explanations, and clarifying the issue. The Board shall conduct such meetings in a fair and just manner and shall render a decision.

It is the intent of the board that the rights of employees under collective bargaining agreements and Vermont law be protected through the administration of this policy.

Legal Reference(s): 16 V.S.A. §1752 (Suspension, dismissal)  
1 V.S.A. §§310 et seq. (Open meetings)

## Recommended

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

**POLICY:** B22

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

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In cases of alleged discrimination, the complainant should follow the procedures accompanying anti-discrimination policy.

### Appeal to the Board

If the above steps do not resolve the dispute, either party may request a session of the Board for the purpose of reviewing the Superintendent's decision. If the school Board decides to hear the appeal, it shall invite all parties involved including the appropriate school and District administrators to attend a meeting for purposes of presenting facts, making further explanations, and clarifying the issue. The Board shall conduct such meetings in a fair and just manner and shall render a decision.

It is the intent of the board that the rights of employees under collective bargaining agreements and Vermont law be protected through the administration of this policy.

*Legal Reference(s):* 16 V.S.A. §1752 (Suspension, dismissal)  
1 V.S.A. §§310 et seq. (Open meetings)



**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B30

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**STAFFING AND JOB DESCRIPTIONS**

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**Policy**

It is the policy of the Washington Central Unified Union School District to provide the level of staffing needed to accomplish the school system's goals and objectives. All staff positions will be created by the board and only the board may abolish a position. Positions may remain unfilled.

**Implementation**

Each time a new position is established by the board, the superintendent will present for approval a job description for the position that specifies the qualifications required for the position, performance responsibilities, evaluation criteria, terms of employment, and supervisor. Employee evaluation will be based substantially on criteria stated in approved job descriptions.

*Legal Reference(s): 16 V.S.A. §563(12) (Powers of school boards)*

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B31

**WARNED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**EDUCATOR SUPERVISION AND EVALUATION:  
PROBATIONARY TEACHERS**

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**Policy**

It is the policy of the Washington Central Unified Union School District to provide appropriate supervision and evaluation as a basis for improving the knowledge and skills of the school staff which will advance student achievement. Effective supervision and regular evaluation provide constructive feedback on teaching methods and materials enabling professional educators to improve their abilities to help all students achieve at high levels.

**Implementation**

The superintendent will ensure that all those engaged in supervision and evaluation are appropriately trained to do so and have appropriate time allocated to carry out those responsibilities.

The superintendent, in collaboration with the principal and teacher representatives, will develop procedures for the supervision and evaluation of educators. The superintendent, in collaboration with the principal, will implement those procedures which will be consistent with the following recommended guidelines:

1. A job description will be developed for each professional educator's position. Job descriptions will specify the required qualifications, performance responsibilities, general evaluation criteria, terms of employment and supervisor.
2. Performance goals set by the educator and their supervisor will be clearly articulated.
3. Evaluations will be based substantially on criteria set forth in approved job descriptions, articulated goals, and linked directly to the school's needs to improve student performance as outlined in its ~~action plan~~continuous improvement plan;
4. Educator evaluations will be carried out annually.
5. In any case requiring discipline of a professional educator, applicable state law, due process procedures, and contractual requirements will be followed.

Principals will ensure that educator supervision and evaluation priorities are linked closely to the school's current ~~action plan~~continuous improvement plan.

**Probationary Teachers**

Teachers who have been employed for less than two school years in ~~Vermont public schools~~the school

district are probationary teachers. The principal will ensure that probationary teachers have intensive support, including the assignment of a mentor, regular supervision and at least two written evaluations each year during the two year probationary period. When the required evaluations have been carried out, the standard for non-renewal of a probationary teacher's contract is any reason not prohibited by law, and the decision of the School Board is final in the absence of contrary provisions in the teacher's contract. If the probationary teacher has not received at least two written performance evaluations per year of probationary service, the standard for non-renewal<sup>ble</sup> of contract is just and sufficient cause.

~~The principal will ensure that all teachers in their first two years of teaching in a particular school will have intensive support, including a mentoring system, regular supervision and (specify how often) evaluation. Evaluation will be provided (specify how often) for all staff beyond the initial two year period.~~

Administrators will use a variety of staff evaluation strategies based on current research which may include:

1. pre and post classroom visitation conferences;
2. announced and unannounced classroom observations including walkthroughs;
3. educator performance feedback from students and parents which will not be included in the educator's personnel file;
4. formative and summative evaluation reports.

~~The principal will collaborate with the superintendent,~~ in consultation with the principals and central office administrators will ~~to~~ prepare and deliver, at least annually in June to the School Board, a progress report and recommendations about the effectiveness of the supervision and evaluation system and practices.

On the basis of evaluations carried out in accordance with this policy, the principal will collaborate with the Superintendent to identify educators in need of intensive support or other special attention.

*Legal Reference(s): 16 V.S.A. § 165 (Public School Quality Standards)  
16 V.S.A. § 563 (12) (Powers of school boards)  
16 V.S.A. § 1752 (Suspension and dismissal)  
16 V.S.A. §§1981 et seq. (Labor relations - professional staff)  
21 V.S.A. §§1721 et seq. (Labor relations)  
Vermont State Board of Education Rules §§2120.4, 2120.5*

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B31

**WARNED:** \_\_\_\_\_

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**EDUCATOR SUPERVISION AND EVALUATION:  
PROBATIONARY TEACHERS**

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**Policy**

It is the policy of the Washington Central Unified Union School District to provide appropriate supervision and evaluation as a basis for improving the knowledge and skills of the school staff which will advance student achievement. Effective supervision and regular evaluation provide constructive feedback on teaching methods and materials enabling professional educators to improve their abilities to help all students achieve at high levels.

**Implementation**

The superintendent will ensure that all those engaged in supervision and evaluation are appropriately trained to do so and have appropriate time allocated to carry out those responsibilities.

The superintendent, in collaboration with the principal and teacher representatives, will develop procedures for the supervision and evaluation of educators. The superintendent, in collaboration with the principal, will implement those procedures which will be consistent with the following recommended guidelines:

1. A job description will be developed for each professional educator's position. Job descriptions will specify the required qualifications, performance responsibilities, general evaluation criteria, terms of employment and supervisor.
2. Performance goals set by the educator and their supervisor will be clearly articulated.
3. Evaluations will be based substantially on criteria set forth in approved job descriptions, articulated goals, and linked directly to the school's needs to improve student performance as outlined in its continuous improvement plan;
4. Educator evaluations will be carried out annually.
5. In any case requiring discipline of a professional educator, applicable state law, due process procedures, and contractual requirements will be followed.

Principals will ensure that educator supervision and evaluation priorities are linked closely to the school's current continuous improvement plan.

**Probationary Teachers**

Teachers who have been employed for less than two school years in the school district are probationary

teachers. The principal will ensure that probationary teachers have intensive support, including the assignment of a mentor, regular supervision and at least two written evaluations each year during the two year probationary period. When the required evaluations have been carried out, the standard for non-renewal of a probationary teacher's contract is any reason not prohibited by law, and the decision of the School Board is final in the absence of contrary provisions in the teacher's contract. If the probationary teacher has not received at least two written performance evaluations per year of probationary service, the standard for non-renewal of contract is just and sufficient cause.

Administrators will use a variety of staff evaluation strategies based on current research which may include:

1. pre and post classroom visitation conferences;
2. announced and unannounced classroom observations including walkthroughs;
3. educator performance feedback from students and parents which will not be included in the educator's personnel file;
4. formative and summative evaluation reports.

The superintendent, in consultation with the principals and central office administrators will prepare and deliver, at least annually in June to the School Board, a progress report and recommendations about the effectiveness of the supervision and evaluation system and practices.

On the basis of evaluations carried out in accordance with this policy, the principal will collaborate with the Superintendent to identify educators in need of intensive support or other special attention.

*Legal Reference(s): 16 V.S.A. § 165 (Public School Quality Standards)  
16 V.S.A. § 563 (12) (Powers of school boards)  
16 V.S.A. § 1752 (Suspension and dismissal)  
16 V.S.A. §§1981 et seq. (Labor relations - professional staff)  
21 V.S.A. §§1721 et seq. (Labor relations)  
Vermont State Board of Education Rules §§2120.4, 2120.5*

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B32

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**PERSONNEL FILES**

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**Policy**

It is the policy of the Washington Central Unified Union School District to develop and maintain complete and secure personnel files that accurately reflect the experience and service of each staff member employed by the district.

**Administrative Responsibilities**

1. **General Information:** The superintendent will maintain a personnel file for each employee of the district and, unless otherwise provided by master contract, its contents will be confidential and will be released only as required by law or after written waiver by the employee.

Information which could be detrimental to an employee's job security will not become a part of an employee's file until the employee has examined same and been given an opportunity to append a response.

2. **Criminal Record Check Information:** At the time of employment, a copy of the Superintendent's request for a criminal records check by the Vermont Criminal Information Center and a copy of the center's response will be placed in each employee's personnel file. Criminal history logs, processed release forms and criminal record information will be maintained for the retention period specified in the district's user agreement with the Vermont Criminal Information Center.
3. After the specified retention period, the record information and logs will be maintained or destroyed as follows:
  - o If the person who is the subject of the background check authorizes maintenance of the information, and the information is a notice of no criminal record, the information will be securely maintained by the school district indefinitely;
  - o If the person who is the subject of the background check authorizes maintenance, and the information is a criminal record or notice of the existence of a criminal record, the information will be sent by the superintendent to the Vermont Secretary of Education for secure maintenance in the central records repository;
  - o If the person who is the subject of the background check does not authorize maintenance of the information, the superintendent shall destroy the information in accordance with the user agreement.

**Employees' Rights And Responsibilities** An employee may examine his or her own personnel file by appointment with an appropriate administrator. Materials obtained prior to the employment of the individual, including confidential placement papers may not be available to employees.

*Legal Reference(s): 1 V.S.A. §317 (c)(7) (Public records)  
16 V.S.A. §§251 et seq. (Criminal records checks)*



**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B33

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

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**RESIGNATIONS**

**Policy**

It is the policy of the Washington Central Unified Union School District to consider employee resignations in a manner that is timely and fair to both the employee and the school district.

**Implementation**

A resignation by a licensed employee who is under contract to the school should be submitted to the superintendent. The resignation of a licensed employee will take effect on a date approved by the school board after receiving the recommendation of the superintendent.

A resignation by an unlicensed employee shall be submitted to the superintendent and shall be effective upon acceptance by the superintendent.

A resignation by a licensed or unlicensed employee may not be withdrawn unilaterally by the employee once it has been submitted to the superintendent.

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B35

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**FAMILY MEDICAL LEAVE POLICY**

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**Policy**

It is the policy of the Washington Central Unified Union School District to provide family and parental leave to employees as required under state and federal law.

**I. Statement of Policy**

This policy is intended to implement and comply with the Federal Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). Where the policy and/or its procedures are silent on a specific situation or request made under this policy, state or federal regulations shall govern.

**II. Reason for Leave – FMLA (Federal Law)**

A. Employees who meet the applicable service requirements may be granted family, parental or medical leave up to ~~twelve (12) weeks or~~ sixty (60) days under the FMLA for the following reasons:

1. For the birth of an employee's child and to care for the newborn child;
2. For the placement with an employee of a child for adoption or foster care, and to care for the newly placed child;
3. To care for an employee's spouse, child, or parent, but not parent-in-law, with a serious health condition;
4. For an employee's serious health condition, which renders the employee unable to perform the functions of the position.
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty" or
6. Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

**NOTE: Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement**

B. For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or

2. a period of incapacity requiring absence of more than three (3) consecutive calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. any period of incapacity due to pregnancy, or for prenatal care; or
4. any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
5. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
6. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.)

C. Eligibility

To be eligible for FMLA leave, an employee must (1) have worked for the district for at least 12 months; and (2) have worked at least 1,250 hours during the 12-months prior to the start of the leave. Under the federal law, hours worked is counted by the actual number of hours worked and does not include paid leave time.

### III. Reason for Leave – VPFLA (State Law)

- A. Employees who meet the applicable service requirements may be granted family, parental or medical leave up to ~~twelve (12) weeks or~~ sixty (60) days under the VPFLA for the following reasons:
1. During the employee's own pregnancy and following the birth of an employee's child; or
  2. Within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption;
  3. The serious illness of the employee; or
  4. The serious illness of the employee's child, stepchild, foster child, ward who lives with the employee, parent, spouse or parent of the employee's spouse.

**NOTE: Leave for birth or placement for adoption must conclude within twelve months of the birth or placement**

- B. For purposes of this policy, a "serious illness" is an accident, disease, or physical or mental condition that:
1. Poses imminent danger of death; or
  2. Requires inpatient care in a hospital; or
  3. Requires continuing in-home care under the direction of a physician.

C. Eligibility

To be eligible for VPFLA leave, an employee must (1) have worked for the district for at least 12 months prior to the start of the leave; and (2) have worked an average of 30 hours per week during the 12-month period immediately preceding the beginning of the leave as determined by contract and/or actual hours. Vermont law allows for paid leave time to be counted when calculating how many hours the employee has worked on average.

#### IV. Duration

- A. A FMLA and/or VPFLA leave of absence is defined as an unpaid leave of absence of up to ~~twelve (12) weeks~~sixty (60) days. This entitles employees to take a leave of absence not to exceed sixty (60) days in any twelve (12) month period. The rolling 12-month period is measured backward from the date of an employee using any leave under FMLA and/or VPFLA.
- B. For the use of 26 weeks of FMLA leave to care for an injured or ill covered service member, the 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.
- C. In calculating the amount of FMLA and/or VPFLA leave used by an employee, days that the district's business activity has ceased (i.e. school vacation) is not counted against the leave period as long as the time period of the ceased activity is one (1) week or more and the employee would not have regularly been scheduled to work during those periods.

#### V. Intermittent Leave (FMLA)

Normally FMLA leave will be taken in consecutive days. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. The employee requesting intermittent leave may be transferred temporarily to an alternative job that better accommodates recurring periods of leave. The position will provide equivalent pay and benefits.

**NOTE: Use of intermittent leave for birth or placement of adopted children may be taken only with the approval of the district.**

FMLA may be taken intermittently or on a reduced leave schedule under certain documented circumstances.

- 1. The Intermittent/reduced schedule leave may be taken when medical necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- 2. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.
- 3. Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave. Employers may account for FMLA leave in the shortest period of time that their payroll systems use, provided it is one hour or less. See attached appendix A for sample calculations.
- 4. Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee's regular job.

5. If a teacher, or other “instructional employee” as defined by law, requires intermittent leave or leave on a reduced leave schedule for planned medical treatment which requires the teacher to be on leave for more than twenty percent (20%) of the teacher’s total number of working days during the period of time that the leave would occur, other restrictions may apply.

## **VI. Short Term VPFLA Benefit**

A short-term benefit is provided under the VPFLA for eligible employees, which entitles these employees to take a leave not to exceed four (4) hours in any thirty (30) day period and not to exceed 24 hours in any twelve (12) month period. The leave must be taken in a minimum of two (2) hour segments and may be taken for any of the following reasons:

1. To participate in preschool or school activities, such as a parent teacher conference, which are directly related to the academic educational advancement of the employee’s child, stepchild, foster child or ward that lives with the employee;
2. To attend or to accompany the employee’s child, stepchild, foster child or ward who lives with the employee, or the employee’s parent, spouse/civil union partner, or parent-in-law to medical or dental appointments;
3. To accompany the employee’s parent, spouse/civil union partner or parent-in-law to other appointments for professional services related to their care and well-being;
4. To respond to a medical emergency involving the employee’s child, stepchild, foster child, or ward who lives with the employee or the employee’s parent, spouse/civil union partner or parent-in-law.

**NOTE:** Employees are required to make a reasonable attempt to schedule appointments for which leave may be taken under this section outside of regular work hours. In order to take leave under this section, the employee shall complete the leave form and provide the earliest possible notice, but in no case later than seven (7) days before leave is to be taken except in the case of an emergency. Emergencies are defined as a circumstance in which the notice required could have a significant adverse impact on the family member or employee. At the option of the employee and consistent with the existing district policies, certain kinds of “paid leave” that are provided by the district may be substituted for (i.e. used concurrently with) unpaid VPFLA leave. For example, any vacation or personal leave to which the employee is entitled may be substituted for leave relating to a parent-teacher conference or a medical appointment provided such conference or appointment meets the requirements of subsection A.

## **VII. Leave for Instructional Employees**

1. In the event that a teacher or other instructional employee begins a leave under this policy more than five (5) weeks before the end of an academic term (semester), the district may require the teacher/employee to continue his/her leave until the end of the term/semester if:
  - a. The leave will last a minimum of three (3) weeks; and
  - b. The teacher would otherwise return to work during the three (3) week period before the end of the term/semester.
2. In the event that a teacher or instructional employee begins a leave under this policy for a purpose other than the teacher’s own serious health condition, during the five (5) week period

before the end of an academic term/semester, the district may require the teacher to continue his/her leave until the end of the term/semester if:

- a. The leave will last more than two (2) weeks; and
  - b. The employee would otherwise return to work during the two (2) week period before the end of the term/semester.
3. In the event that the teacher or other instructional employee begins the leave under this policy for a purpose other than the teacher's own serious health condition, during the three (3) week period before the end of an academic term/semester, and the leave will last more than five (5) working days, the district may require the employee to continue taking leave until the end of the academic term/semester.

**NOTE: For subsections 1, 2 and 3 above, if the district requires a teacher to take more leave than he/she requested, the amount of additional leave required by the district for purposes of completing the academic term/semester will not be counted as leave utilized by the teacher under this policy.**

### **VIII. Notice/Commencement of Leave**

- A. If the need for FMLA and/or VPFLA leave is foreseeable in advance, the employee must provide thirty (30) days' notice before the leave is to begin. Otherwise, notice must be given as soon as practicable. Notice must be given to Human Resources. Notice may be given in person, by telephone, facsimile, other electronic means or by the employee's designated spokesperson if the employee is unable to do so personally. An employee giving notice of the need for FMLA and/or VPFLA leave must explain the reasons for the leave in order to allow the district to determine that the leave does or does not qualify as family or medical leave. Additionally, the notice should specify the date the leave is expected to commence and the estimated duration of the leave. Once the district is aware of the facts underlying the employee's need for leave, the district will determine whether or not the employee is qualified for leave under this policy and will give notice of the determination to the employee.

If the employee does not give the thirty (30) days' notice for foreseeable leave with no reasonable excuse, the district may delay the taking of the leave up to thirty (30) days after the time the employee gives notice. Leave may also be denied until the employee submits medical certification of the need for leave.

- B. In situations where the employee's need for leave is not foreseeable in advance (e.g. unexpected serious health conditions), the employee must provide notice of the need for leave as soon as is practicable. Once the district is aware of the facts underlying the employee's need for leave, the district will determine whether or not the employee is qualified for leave under this policy and will give notice of the determination to the employee.

C. WCUUSD reserves the right to retroactively designate leave as FMLA leave for employees even if they do not submit a request/certification.

### **IX. Medical Certification**

- A. A FMLA and/or VPFLA leave based on the serious health condition of the employee or the employee's spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent of the employee's spouse requires the employee to provide certification from the appropriate health care provider to support the request. Failure to provide certification will

result in denial of the request for leave. The certification must state the date on which the health condition commenced, the probable duration of the condition and the appropriate medical facts regarding the condition. The form included with the procedures for this policy should be used to provide this certification. The certification should be sent to Human Resources to assure confidentiality.

- B. When leave is foreseeable and at least thirty (30) days' notice has been provided, the employee should provide the medical certification before the leave begins. If this is not possible, the employee must provide the certification to the Business Office upon request within the time frame requested, which will allow at least fifteen (15) calendar days after the request unless it is not practicable under the circumstances.
- C. If the employee is needed to care for a spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent of the employee's spouse, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must confirm that the employee cannot perform the functions of his or her job.
- D. A second or third medical opinion, at the district's expense, may be required. The second medical opinion will be provided by a health care provider not employed by the district. If the first and second opinion differ, the district, at its expense, may require the binding opinion of a third health care provider approved jointly by the district and the employee.
- E. Periodic recertification of the employee's status may be required during the leave period.

#### **X. Paid Leave/Benefit Continuation/Concurrent Benefits**

- A. If available, employees may use up to thirty (30) days of accrued paid vacation, sick and personal leave as provided under state law. Use of additional paid leave beyond these six (6) weeks will be determined in accordance with the applicable provisions of any existing master agreements, personal contracts and personnel policies. Paid leave will be used concurrently with unpaid FMLA and/or VPFLA leave and cannot be used to extend the FMLA and/or VPFLA period, unless otherwise provided in the collective bargaining agreement.
- B. Time off granted as an accommodation under the Americans with Disabilities Act (ADA) will also be treated as family/medical leave time.
- C. During a period of approved family or medical leave of up to ~~twelve (12) weeks~~sixty (60) days, an employee will be retained on the district's health insurance plan under the same conditions as if the employee were still at work. For those employees who normally pay a portion of their health insurance premiums through payroll deductions, such deductions will continue through the period of FMLA and/or VPFLA leave. The employee's failure to make premium payments may result in cancellation of coverage.
- D. During a period of approved family or medical leave, an employee may also be retained on the district's other insurance plans (non-health insurance) for the duration of the FMLA/VPFLA leave provided the employee pays their share of the cost of the insurance premiums for said plans. Arrangements must be made with Payroll and/or Human Resources for the employee to pay his/her other (non-health) insurance premiums while on leave. The employee's failure to make the premium payments may result in cancellation of coverage.
- E. In the event an employee elects not to return to work upon completion of a family or medical leave, the district may recover from the employee the cost of any payments made to maintain the employee's coverage except where the employee does not return because of the



continuance, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

- F. Accrued sick, family, vacation or other paid leave may not be used to extend the twelve (12) week period provided by the FMLA and/or VPFLA, unless otherwise permitted by law or the collective bargaining agreement.
- G. **Whenever an employee is entitled to and/or granted paid or unpaid medical (disability), family or parental leave pursuant to the terms of existing master agreements, personal contracts, statutory provisions, such as Worker's Compensation and board personnel policies, and the employee is also entitled to leave pursuant to the FMLA and/or VPFLA for the same occurrences, and leave provided pursuant to existing master agreements, personal contracts, statutory provisions and board personnel policies, and that which is provided pursuant to the FMLA and/or VPFLA will be provided concurrently.**

## **XI. Job Restoration**

- A. After the leave ends, the employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. The district may also require that an employee present a medical certification of fitness (Return to Work Certification Form) before returning to work when the absence was caused by the employee's serious health condition. The district may delay restoring the employee to employment without such certification relating to the health condition, which caused the employee's absence and/or the certification of fitness for work. The district does not guarantee that an employee will be returned to his or her original job. The Superintendent will make the determination as to whether a position is an "equivalent position."
- B. An employee on leave does not have greater job protection than if the employee had been continuously employed. For example, employees will not be restored to their original or an equivalent job if the employee has been informed before requesting leave that employment would terminate or if the position would have been eliminated for reasons unrelated to the leave.
- C. Additionally, job restoration may be denied to salaried "eligible" employees (i.e., "Key Employees") who are among the highest paid 10% of employees within 75 miles of the work site if such denial is necessary to prevent substantial and grievous economic injury to the district's operations. Employees who are in this category will be notified of his or her status as a "key employee" in response to the employee's notice of intent to take leave or when the leave commences, if earlier and the employee will be notified of the potential consequences with respect to reinstatement and maintenance of health benefits. Further, as soon as the District decides it will deny job restoration, it will notify the employee in writing of its determination, explain the reasons for this decision; if leave has commenced, offer the employee a reasonable opportunity to return to work from leave after giving this notice; and make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee requests restoration. Notice will be provided in writing in person or by certified mail.

## **XI. Conflict Between Statutory Provisions, Board Policy and/or Collective Bargaining Agreements**

In the event conflicts exist between federal and/or state law, board policy or a collective bargaining agreement, the provision that provides the most generous benefit to the employee shall be followed, assuming the employee is eligible for the benefit provided by that provision.



## APPENDIX A

### SOME AESOP LEAVE EXAMPLES:

(Employees put in the actual time used and Aesop will calculate the leave.)

#### Teacher

A full-time teacher under the 2015-2016 contract works 7.5 hours per day. Leave for professional staff is taken in quarter-day increments as follows:

$\frac{1}{4}$  day of 7.5 hours = .25 day = 1.875 hours (112.5 minutes)

$\frac{1}{2}$  day of 7.5 hours = .50 day = 3.75 hours (225.0 minutes)

$\frac{3}{4}$  day of 7.5 hours = .75 day = 5.625 hours (337.5 minutes)

Full day = 7.5 hours = 1 day = 7.5 hours (450 minutes)

#### Administrator

A full-time administrator or salaried employee is based on an 8-hour day. It is also taken in quarter-day increments as follows:

$\frac{1}{4}$  day of 8 hours = .25 day = 2 hours (120 minutes)

$\frac{1}{2}$  day of 8 hours = .50 day = 4 hours (240 minutes)

$\frac{3}{4}$  day of 8 hours = .75 day = 6 hours (360 minutes)

Full day = 8 hours = 1 day = 8 hours (480 minutes)

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#### Para-educator or 7 hour/day position\*

A full-time para-educator works a 7-hour day. Leave for hourly staff is taken in one-quarter hour increments as follows:

$\frac{1}{4}$  hour of 7 hours = .25 hour (15 minutes)

$\frac{1}{2}$  hour of 7 hours = .5 hour (30 minutes)

$\frac{3}{4}$  hour of 7 hours = .75 hour (45 minutes)

1-1/2 hours of 7 hours = 1.5 hours (90 minutes)

Full day = 7 hours = 1 day (7 hours)

#### Custodian or 8 hour/day position\*

A full-time custodian works an 8-hour day. Leave for hourly staff is taken in one-quarter hour increments as follows:

$\frac{1}{4}$  hour of 8 hours = .25 hour (15 minutes)

$\frac{1}{2}$  hour of 8 hours = .5 hour (30 minutes)

$\frac{3}{4}$  hour of 8 hours = .75 hour (45 minutes)

1-1/2 hours of 8 hours = 1.5 hours (90 minutes)

Full day = 8 hours = 1 day (8 hours)

\*Use examples above for other hourly staff. Part-time people need to be verified.

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B35

**WARNED:** 2.14.2020

**ADOPTED:** \_\_\_\_\_

**EFFECTIVE:** \_\_\_\_\_

**FAMILY MEDICAL LEAVE POLICY**

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**Policy**

It is the policy of the Washington Central Unified Union School District to provide family and parental leave to employees as required under state and federal law.

**I. Statement of Policy**

This policy is intended to implement and comply with the Federal Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). Where the policy and/or its procedures are silent on a specific situation or request made under this policy, state or federal regulations shall govern.

**II. Reason for Leave – FMLA (Federal Law)**

A. Employees who meet the applicable service requirements may be granted family, parental or medical leave up to sixty (60) days under the FMLA for the following reasons:

1. For the birth of an employee's child and to care for the newborn child;
2. For the placement with an employee of a child for adoption or foster care, and to care for the newly placed child;
3. To care for an employee's spouse, child, or parent, but not parent-in-law, with a serious health condition;
4. For an employee's serious health condition, which renders the employee unable to perform the functions of the position.
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty" or
6. Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

**NOTE: Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement**

B. For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or

2. a period of incapacity requiring absence of more than three (3) consecutive calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. any period of incapacity due to pregnancy, or for prenatal care; or
4. any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
5. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
6. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.)

C. Eligibility

To be eligible for FMLA leave, an employee must (1) have worked for the district for at least 12 months; and (2) have worked at least 1,250 hours during the 12-months prior to the start of the leave. Under the federal law, hours worked is counted by the actual number of hours worked and does not include paid leave time.

### III. Reason for Leave – VPFLA (State Law)

- A. Employees who meet the applicable service requirements may be granted family, parental or medical leave up to sixty (60) days under the VPFLA for the following reasons:
1. During the employee's own pregnancy and following the birth of an employee's child; or
  2. Within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption;
  3. The serious illness of the employee; or
  4. The serious illness of the employee's child, stepchild, foster child, ward who lives with the employee, parent, spouse or parent of the employee's spouse.

**NOTE: Leave for birth or placement for adoption must conclude within twelve months of the birth or placement**

- B. For purposes of this policy, a "serious illness" is an accident, disease, or physical or mental condition that:
1. Poses imminent danger of death; or
  2. Requires inpatient care in a hospital; or
  3. Requires continuing in-home care under the direction of a physician.

C. Eligibility

To be eligible for VPFLA leave, an employee must (1) have worked for the district for at least 12 months prior to the start of the leave; and (2) have worked an average of 30 hours per week during the 12-month period immediately preceding the beginning of the leave as determined by contract and/or actual hours. Vermont law allows for paid leave time to be counted when calculating how many hours the employee has worked on average.

#### **IV. Duration**

- A. A FMLA and/or VPFLA leave of absence is defined as an unpaid leave of absence of up to sixty (60) days. This entitles employees to take a leave of absence not to exceed sixty (60) days in any twelve (12) month period. The rolling 12-month period is measured backward from the date of an employee using any leave under FMLA and/or VPFLA.
- B. For the use of 26 weeks of FMLA leave to care for an injured or ill covered service member, the 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.
- C. In calculating the amount of FMLA and/or VPFLA leave used by an employee, days that the district's business activity has ceased (i.e. school vacation) is not counted against the leave period as long as the time period of the ceased activity is one (1) week or more and the employee would not have regularly been scheduled to work during those periods.

#### **V. Intermittent Leave (FMLA)**

Normally FMLA leave will be taken in consecutive days. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. The employee requesting intermittent leave may be transferred temporarily to an alternative job that better accommodates recurring periods of leave. The position will provide equivalent pay and benefits.

**NOTE: Use of intermittent leave for birth or placement of adopted children may be taken only with the approval of the district.**

FMLA may be taken intermittently or on a reduced leave schedule under certain documented circumstances.

- 1. The Intermittent/reduced schedule leave may be taken when medical necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- 2. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.
- 3. Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave. Employers may account for FMLA leave in the shortest period of time that their payroll systems use, provided it is one hour or less. See attached appendix A for sample calculations.
- 4. Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee's regular job.

5. If a teacher, or other “instructional employee” as defined by law, requires intermittent leave or leave on a reduced leave schedule for planned medical treatment which requires the teacher to be on leave for more than twenty percent (20%) of the teacher’s total number of working days during the period of time that the leave would occur, other restrictions may apply.

## **VI. Short Term VPFLA Benefit**

A short-term benefit is provided under the VPFLA for eligible employees, which entitles these employees to take a leave not to exceed four (4) hours in any thirty (30) day period and not to exceed 24 hours in any twelve (12) month period. The leave must be taken in a minimum of two (2) hour segments and may be taken for any of the following reasons:

1. To participate in preschool or school activities, such as a parent teacher conference, which are directly related to the academic educational advancement of the employee’s child, stepchild, foster child or ward that lives with the employee;
2. To attend or to accompany the employee’s child, stepchild, foster child or ward who lives with the employee, or the employee’s parent, spouse/civil union partner, or parent-in-law to medical or dental appointments;
3. To accompany the employee’s parent, spouse/civil union partner or parent-in-law to other appointments for professional services related to their care and well-being;
4. To respond to a medical emergency involving the employee’s child, stepchild, foster child, or ward who lives with the employee or the employee’s parent, spouse/civil union partner or parent-in-law.

**NOTE:** Employees are required to make a reasonable attempt to schedule appointments for which leave may be taken under this section outside of regular work hours. In order to take leave under this section, the employee shall complete the leave form and provide the earliest possible notice, but in no case later than seven (7) days before leave is to be taken except in the case of an emergency. Emergencies are defined as a circumstance in which the notice required could have a significant adverse impact on the family member or employee. At the option of the employee and consistent with the existing district policies, certain kinds of “paid leave” that are provided by the district may be substituted for (i.e. used concurrently with) unpaid VPFLA leave. For example, any vacation or personal leave to which the employee is entitled may be substituted for leave relating to a parent-teacher conference or a medical appointment provided such conference or appointment meets the requirements of subsection A.

## **VII. Leave for Instructional Employees**

1. In the event that a teacher or other instructional employee begins a leave under this policy more than five (5) weeks before the end of an academic term (semester), the district may require the teacher/employee to continue his/her leave until the end of the term/semester if:
  - a. The leave will last a minimum of three (3) weeks; and
  - b. The teacher would otherwise return to work during the three (3) week period before the end of the term/semester.
2. In the event that a teacher or instructional employee begins a leave under this policy for a purpose other than the teacher’s own serious health condition, during the five (5) week period

before the end of an academic term/semester, the district may require the teacher to continue his/her leave until the end of the term/semester if:

- a. The leave will last more than two (2) weeks; and
  - b. The employee would otherwise return to work during the two (2) week period before the end of the term/semester.
3. In the event that the teacher or other instructional employee begins the leave under this policy for a purpose other than the teacher's own serious health condition, during the three (3) week period before the end of an academic term/semester, and the leave will last more than five (5) working days, the district may require the employee to continue taking leave until the end of the academic term/semester.

**NOTE: For subsections 1, 2 and 3 above, if the district requires a teacher to take more leave than he/she requested, the amount of additional leave required by the district for purposes of completing the academic term/semester will not be counted as leave utilized by the teacher under this policy.**

### **VIII. Notice/Commencement of Leave**

- A. If the need for FMLA and/or VPFLA leave is foreseeable in advance, the employee must provide thirty (30) days' notice before the leave is to begin. Otherwise, notice must be given as soon as practicable. Notice must be given to Human Resources. Notice may be given in person, by telephone, facsimile, other electronic means or by the employee's designated spokesperson if the employee is unable to do so personally. An employee giving notice of the need for FMLA and/or VPFLA leave must explain the reasons for the leave in order to allow the district to determine that the leave does or does not qualify as family or medical leave. Additionally, the notice should specify the date the leave is expected to commence and the estimated duration of the leave. Once the district is aware of the facts underlying the employee's need for leave, the district will determine whether or not the employee is qualified for leave under this policy and will give notice of the determination to the employee.

If the employee does not give the thirty (30) days' notice for foreseeable leave with no reasonable excuse, the district may delay the taking of the leave up to thirty (30) days after the time the employee gives notice. Leave may also be denied until the employee submits medical certification of the need for leave.

- B. In situations where the employee's need for leave is not foreseeable in advance (e.g. unexpected serious health conditions), the employee must provide notice of the need for leave as soon as is practicable. Once the district is aware of the facts underlying the employee's need for leave, the district will determine whether or not the employee is qualified for leave under this policy and will give notice of the determination to the employee.
- C. WCUUSD reserves the right to retroactively designate leave as FMLA leave for employees even if they do not submit a request/certification.

### **IX. Medical Certification**

- A. A FMLA and/or VPFLA leave based on the serious health condition of the employee or the employee's spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent of the employee's spouse requires the employee to provide certification from the appropriate health care provider to support the request. Failure to provide certification will

result in denial of the request for leave. The certification must state the date on which the health condition commenced, the probable duration of the condition and the appropriate medical facts regarding the condition. The form included with the procedures for this policy should be used to provide this certification. The certification should be sent to Human Resources to assure confidentiality.

- B. When leave is foreseeable and at least thirty (30) days' notice has been provided, the employee should provide the medical certification before the leave begins. If this is not possible, the employee must provide the certification to the Business Office upon request within the time frame requested, which will allow at least fifteen (15) calendar days after the request unless it is not practicable under the circumstances.
- C. If the employee is needed to care for a spouse, child, stepchild, foster child, ward who lives with the employee, parent or parent of the employee's spouse, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must confirm that the employee cannot perform the functions of his or her job.
- D. A second or third medical opinion, at the district's expense, may be required. The second medical opinion will be provided by a health care provider not employed by the district. If the first and second opinion differ, the district, at its expense, may require the binding opinion of a third health care provider approved jointly by the district and the employee.
- E. Periodic recertification of the employee's status may be required during the leave period.

#### **X. Paid Leave/Benefit Continuation/Concurrent Benefits**

- A. If available, employees may use up to thirty (30) days of accrued paid vacation, sick and personal leave as provided under state law. Use of additional paid leave beyond these six (6) weeks will be determined in accordance with the applicable provisions of any existing master agreements, personal contracts and personnel policies. Paid leave will be used concurrently with unpaid FMLA and/or VPFLA leave and cannot be used to extend the FMLA and/or VPFLA period, unless otherwise provided in the collective bargaining agreement.
- B. Time off granted as an accommodation under the Americans with Disabilities Act (ADA) will also be treated as family/medical leave time.
- C. During a period of approved family or medical leave of up to sixty (60) days, an employee will be retained on the district's health insurance plan under the same conditions as if the employee were still at work. For those employees who normally pay a portion of their health insurance premiums through payroll deductions, such deductions will continue through the period of FMLA and/or VPFLA leave. The employee's failure to make premium payments may result in cancellation of coverage.
- D. During a period of approved family or medical leave, an employee may also be retained on the district's other insurance plans (non-health insurance) for the duration of the FMLA/VPFLA leave provided the employee pays their share of the cost of the insurance premiums for said plans. Arrangements must be made with Payroll and/or Human Resources for the employee to pay his/her other (non-health) insurance premiums while on leave. The employee's failure to make the premium payments may result in cancellation of coverage.
- E. In the event an employee elects not to return to work upon completion of a family or medical leave, the district may recover from the employee the cost of any payments made to maintain the employee's coverage except where the employee does not return because of the



continuance, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

- F. Accrued sick, family, vacation or other paid leave may not be used to extend the twelve (12) week period provided by the FMLA and/or VPFLA, unless otherwise permitted by law or the collective bargaining agreement.
- G. **Whenever an employee is entitled to and/or granted paid or unpaid medical (disability), family or parental leave pursuant to the terms of existing master agreements, personal contracts, statutory provisions, such as Worker's Compensation and board personnel policies, and the employee is also entitled to leave pursuant to the FMLA and/or VPFLA for the same occurrences, and leave provided pursuant to existing master agreements, personal contracts, statutory provisions and board personnel policies, and that which is provided pursuant to the FMLA and/or VPFLA will be provided concurrently.**

## **XI. Job Restoration**

- A. After the leave ends, the employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. The district may also require that an employee present a medical certification of fitness (Return to Work Certification Form) before returning to work when the absence was caused by the employee's serious health condition. The district may delay restoring the employee to employment without such certification relating to the health condition, which caused the employee's absence and/or the certification of fitness for work. The district does not guarantee that an employee will be returned to his or her original job. The Superintendent will make the determination as to whether a position is an "equivalent position."
- B. An employee on leave does not have greater job protection than if the employee had been continuously employed. For example, employees will not be restored to their original or an equivalent job if the employee has been informed before requesting leave that employment would terminate or if the position would have been eliminated for reasons unrelated to the leave.
- C. Additionally, job restoration may be denied to salaried "eligible" employees (i.e., "Key Employees") who are among the highest paid 10% of employees within 75 miles of the work site if such denial is necessary to prevent substantial and grievous economic injury to the district's operations. Employees who are in this category will be notified of his or her status as a "key employee" in response to the employee's notice of intent to take leave or when the leave commences, if earlier and the employee will be notified of the potential consequences with respect to reinstatement and maintenance of health benefits. Further, as soon as the District decides it will deny job restoration, it will notify the employee in writing of its determination, explain the reasons for this decision; if leave has commenced, offer the employee a reasonable opportunity to return to work from leave after giving this notice; and make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee requests restoration. Notice will be provided in writing in person or by certified mail.

## **XI. Conflict Between Statutory Provisions, Board Policy and/or Collective Bargaining Agreements**

In the event conflicts exist between federal and/or state law, board policy or a collective bargaining agreement, the provision that provides the most generous benefit to the employee shall be followed, assuming the employee is eligible for the benefit provided by that provision.



## APPENDIX A

### SOME AESOP LEAVE EXAMPLES:

(Employees put in the actual time used and Aesop will calculate the leave.)

#### Teacher

A full-time teacher under the 2015-2016 contract works 7.5 hours per day. Leave for professional staff is taken in quarter-day increments as follows:

$\frac{1}{4}$  day of 7.5 hours = .25 day = 1.875 hours (112.5 minutes)

$\frac{1}{2}$  day of 7.5 hours = .50 day = 3.75 hours (225.0 minutes)

$\frac{3}{4}$  day of 7.5 hours = .75 day = 5.625 hours (337.5 minutes)

Full day = 7.5 hours = 1 day = 7.5 hours (450 minutes)

#### Administrator

A full-time administrator or salaried employee is based on an 8-hour day. It is also taken in quarter-day increments as follows:

$\frac{1}{4}$  day of 8 hours = .25 day = 2 hours (120 minutes)

$\frac{1}{2}$  day of 8 hours = .50 day = 4 hours (240 minutes)

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Full day = 8 hours = 1 day = 8 hours (480 minutes)

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#### Para-educator or 7 hour/day position\*

A full-time para-educator works a 7-hour day. Leave for hourly staff is taken in one-quarter hour increments as follows:

$\frac{1}{4}$  hour of 7 hours = .25 hour (15 minutes)

$\frac{1}{2}$  hour of 7 hours = .5 hour (30 minutes)

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1-1/2 hours of 7 hours = 1.5 hours (90 minutes)

Full day = 7 hours = 1 day (7 hours)

#### Custodian or 8 hour/day position\*

A full-time custodian works an 8-hour day. Leave for hourly staff is taken in one-quarter hour increments as follows:

$\frac{1}{4}$  hour of 8 hours = .25 hour (15 minutes)

$\frac{1}{2}$  hour of 8 hours = .5 hour (30 minutes)

$\frac{3}{4}$  hour of 8 hours = .75 hour (45 minutes)

1-1/2 hours of 8 hours = 1.5 hours (90 minutes)

Full day = 8 hours = 1 day (8 hours)

\*Use examples above for other hourly staff. Part-time people need to be verified.

## **BOARD RELATIONS WITH SCHOOL PERSONNEL**

---

It is the policy of Washington Central Unified Union School District to encourage school board interactions with school personnel while respecting appropriate reporting relationships.

### **At School Board Meetings**

The board will request the Superintendent to invite school personnel to school board meetings regularly to discuss student achievement relative to their programs.

### **Relations with the Principal**

The superintendent and the Board Chair will develop guidelines for board relations with principals and other administrators. Guidelines for board relations with principals should take into account:

1. The responsibility of the superintendent to direct the administration and coordination of educational programs in the district, and the responsibility of the board for overall operation of the district;
2. The periodic need of board members for information most readily available from school principals; and
3. The need to respect the distinction between the administrative role of the principal and the policy making role of the board.

### **Relations with Other School Staff**

1. While board members can work directly with the Superintendent and Central Office staff, board members may not give substantive direction to a staff member or suggest a course of action that staff perceives as substantive direction.
2. Staff participation in the development of educational and personnel policies will be encouraged and facilitated by the board
3. Board members will adhere to procedures required by board policy and Vermont law related to collective bargaining and teacher evaluation.
4. When presented with citizen concerns **about school staff or school operations**, board members shall refer them to appropriate levels of authority, in accordance with the district's policy on complaints.

When a staff member has concerns that an interaction with a board member violates this policy, the staff member shall communicate their concerns in writing to the Superintendent who will, in writing, bring it to the attention of the Board Chair, who will discuss the matter with the board member. If the concern involves the Board Chair, then the Superintendent will communicate with the Vice Chair who will then address the Chair. All communications in this process shall be confidential unless disclosure is required by law.

*Legal Reference(s): 16 V.S.A. §§1981 et seq. (Labor Relations)  
16 V.S.A. §§1751 et seq. (Contracts, etc.)  
16 V.S.A. §§243 et seq. (Principals)  
21 V.S.A. §§1721 et seq. (Municipal Labor Act)*

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2. The periodic need of board members for information most readily available from school principals; and
3. The need to respect the distinction between the administrative role of the principal and the policy making role of the board.

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# Washington Central Unified Union School District

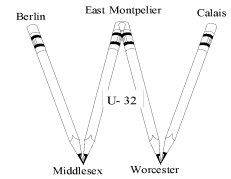
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*WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.*

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Debra Taylor, Ph.D.  
Interim Superintendent



## Washington Central Unified Union School District Board Unapproved Meeting Minutes

2.5.20 6:30 – 8 PM

U-32 Middle/High School, Room 128/131

**Board Members Present:** Scott Thompson, Jaiel Pulskamp, Marylynne Strachan, Flor Diaz Smith, George Gross, Vera Frazier, Jonas Eno-Van Fleet, Chris McVeigh, Lindy Johnson, Dorothy Naylor; Student Representative Mia Smith

**Administrators Present:** Superintendent Debra Taylor, U-32 Principal Steven Dellinger-Pate, U-32 Assistant Principal Jody Emerson

**Others Present:** Bruce Pandya (U-32 student), David Delcore (Times Argus), N. Stoddard (Hazen)

1.0 Call to Order: Scott Thompson called the meeting to order at 6:32 p.m.

1.1 Reception of Guests: Scott Thompson welcomed Bruce Pandya. He would like to speak to the board later tonight when they consider adopting the policy C27.

1.2 Agenda Revisions: Scott Thompson noted that the board will go into Executive Session later tonight to discuss personnel issues: administrator contracts.

1.3 Public Comments: none

2.0 Finance (Action)

2.1 Capital Projects – Summer 2020: Superintendent Taylor had shared a list of summer capital projects. Vera Frazier noted that the Berlin playground project is currently removed from this approved list, but is still up for discussion.

**Flor Diaz Smith moved to approve a formula for budget allocations for FY20-21, as presented. Seconded by Chris McVeigh, this motion carried unanimously.**

**Lindy Johnson moved to issue requests for proposals in February/ March to ensure plans are in place for summer work. Seconded by Flor Diaz Smith, this motion carried unanimously.**

The Finance Committee will evaluate and recommend the bids but the board will award the bids.

3.0 Policy (Discussion/Action)

3.1 Second Reading of A21 Public Participation at Board Meetings, A22 Notice of Non-Discrimination, A23 Community Engagement and Vision, A24 Board/Superintendent

Relationship, A31 Board Member Education, A32 Board Goal-Setting & Evaluation, B4 Mandatory Drug and Alcohol Testing for Transportation Employees, B5 Prevention of Employee Harassment, C27 Student Self-Expression and Student Distribution of Literature Policies.

Bruce Pandyo stated that he feels it is important that the board approve policy C27, as it is important that the schools take a proactive stance around these issues.

**Chris McVeigh moved to adopt: A21 Public Participation at Board Meetings, A22 Notice of Non-Discrimination, A23 Community Engagement and Vision, A24 Board/Superintendent Relationship, A31 Board Member Education, A32 Board Goal-Setting & Evaluation, B4 Mandatory Drug and Alcohol Testing for Transportation Employees, B5 Prevention of Employee Harassment. Seconded by Dorothy Naylor, this motion carried unanimously.**

**Jonas Eno-Van Fleet moved to approve: C27 Student Self-Expression and Student Distribution of Literature Policies. Seconded by Flor Diaz Smith.** Discussion: Jonas Eno-Van Fleet thanked the board and the public who had advocated for this policy; he noted that he is glad that we are making this statement that symbols of white supremacy and white nationalism have no place in our schools. **This motion carried unanimously.**

#### 4.0 Consent Agenda (Action)

**4.1 Approve Minutes of 1.15.20 & 1.23.20: George Gross moved to approve the minutes of January 15th and 23rd as written. Seconded by Jaiel Pulskamp, this motion carried unanimously.**

#### 4.2 Approve Board Orders

**Marylynne Strachan moved to approve board orders in the following amounts: \$54,172.85; \$446,497.90. Seconded by Lindy Johnson.** Vera Frazier asked a few questions for clarification - about Capstone, what the total bill amount for Green Mountain Behavior Consultants; and she asked that when hotel bills are submitted, an explanation be provided, such as "training." She will email these questions to Lori Bibeau for clarification. **This motion carried unanimously.**

#### 5.0 Board Reflection:

Vera Frazier stated that, since merging, she feels less in touch with the elementary schools and with middle school students. She feels more of a disconnect between the students and the board's work; she wishes there was more of a presence of elementary and middle school students during board meetings, and for instance, when developing policy.

Vera Frazier also noted her concerns around lack of follow through around the topic of student outcomes which was brought to the attention of the board in the fall.

Possibility of pot luck dinners at the second board meeting each month at the elementary schools to help with community outreach.

Seat and table configuration at board meetings.

How will the board be involved in supervision and evaluation of administrators?

Where are we with our board goals?

We would like to hear the "good, the bad, and the ugly" - would like to hear it directly and not trickled down through second and third parties.

Marylynne Strachan shared her idea of having an Education Quality Committee. She noted that other school boards in the state are doing this. She thinks this might be informed by the CIP: Continuous Improvement Plan.

She would like more opportunities to be able to discuss student data; she echoed many of Vera's concerns.

The board discussed the idea of an Education Quality Committee. Flor Diaz Smith shared that this committee used to be in existence, but with the new board configuration, it was felt that the board had a full plate at the moment. Discussion followed around the possibility of creating committees after Town Meeting Day, when the board had more members. Lindy Johnson stated

that she would like for the board to have time during meetings to have more substantive discussions rather than acknowledging written reports from administrators.

Dorothy Naylor spoke about the idea of a school advisory committee. She had reached out to Susan Clark and would like to continue the conversation, but she would like for the board to get its ducks in a row before enlisting her expertise.

Vera had shared a list with board members, outlining the issues she had brought up. She invited other board members to reflect.

Chris McVeigh stated that he thinks having time for board reflection at each meeting would be beneficial to the board. He noted that, while he used to go to Rumney School for board meetings, he now finds that he no longer goes into the school building and he misses that connection. He would like to build times into the agendas for the board to check in on student outcomes.

Marylynne Strachan stated that she would like to build board agendas together.

Lindy Johnson stated that she likes having the student voice at meetings; however, she knows that board meetings are late and it is a lot to ask of parents and children, and building administrators, to have children present for the meetings - she suggested video clips or other ways to share student voice. She also reminded board members that some of the meetings this year went late into the night, so she warned against adding more to the agendas without considering how to make meetings more efficient, timewise.

Jonas Eno-Van Fleet stated that he agrees with what has been stated tonight, but he also worries about the length of school board meetings currently; creating committees will create more meetings; adding more board members will add more voices which will lengthen the meetings. Scott Thompson explained that with a larger board configuration, the board will operate under a different set of Robert's Rules. Many board members expressed that they did not know this when they had agreed to a larger board.

Flor Diaz Smith stated that the board had intended to start discussing committees after finishing the book study activity and working together with administrators to determine how to move forward, working together. She stated that a board retreat will also help flesh out these issues; she would like to plan a board retreat soon.

Jaiel Pulskamp echoed the sentiment that being part of the school board ironically keeps her out of the school building. She would like to have time to take a closer look at the local school facilities.

George Gross expressed that the late hour of meetings (timeliness issues) are difficult. He thinks the board will run more smoothly as time goes on. He stated that he would like to see the schools plan more activities in sync, for example, the "Pi Day" celebration. Jaiel Pulskamp asked if there is a WCUUSD-wide events calendar. Some discussion followed around that - the challenge is to keep a universal calendar up-to-date, with input from each school.

Mia Smith expressed her perspective as student representative. She would like to have more student voice on the board; she also noted that it is challenging for students to be able to attend meetings due to the late hour as well as transportation challenges.

Vera Frazier shared that Diane Nichols-Fleming would like to be a write in candidate for Berlin on the board. Superintendent Taylor invited her to reach out.

## 6.0 Reports (Discussion)

6.1 Superintendent: Superintendent Taylor shared her written report. She thanked Vera Frazier for the work she has done on the boards. While this is not her last meeting, Ms. Frazier will not run for school board at Town Meeting. Superintendent Taylor shared the annual report. She explained that the administrators will attend the second board meetings of the month, now that the budget development process is complete. She thanked Steven Dellinger-Pate and Jody Emerson for attending tonight.

Superintendent Taylor shared some of the bus transportation challenges so far this winter. Some discussion followed. Chris McVeigh stressed the importance that accurate information be shared with parents when there are bus incidents. Marylynne Strachan asked Principal Dellinger-Pate for some updates about proficiency-based grading. He explained that implementing proficiency-based

grading has been an iterative process. He noted that the goal by the end of this school year is to have a better handle on how grades are scored and how they are reported. He spoke about a collaborative process between principals in the area who are grappling with the same issues. Superintendent Taylor will share information about the Literacy Audit at the next board meeting. Superintendent Taylor shared information from the water lead levels testing.

6.2 Student: Mia Smith reported on the latest student happenings. She shared that some seniors have received early admissions decisions. Jonas Eno-Van Fleet asked how students are feeling about the college admissions process in light of the proficiency grading. Mia replied that there are mixed feelings, and she believes a lot of the reservations around proficiency grading are because it is new and unknown. She also noted that today is the three year anniversary of Laure Angel's death.

6.3 Negotiations: Jonas Eno-Van Fleet stated that negotiations continue.

7.0 Personnel (Action)

7.1 Approve Hires, Resignations, Retirements, Leave of Absences Requests:

**Chris McVeigh moved to approve the leave requests of Peter Arsenault and Caitlin Cipriano. Seconded by Jaiel Pulskamp, this motion carried unanimously.**

8.0 Future Agenda Items:

- Lindy Johnson has received information from a company regarding solar energy. Superintendent Taylor asked her to pass the information along to the Finance Committee.
- Feasibility of birth to preK care
- Youth risk behavior survey
- Establish calendar for student reports and data for board meetings

9.0 Executive Session for Personnel: **At 8:46, Flor Diaz Smith moved to go into Executive Session for the purpose of discussing administrator contracts. Seconded by Chris McVeigh, this motion carried unanimously.**

9.1 Administrator Contracts

9.2 Superintendent Goals

At 11:00 pm, Lindy Johnson moved to come out of Executive Session, Jaiel Pulskamp seconded. The motion carried unanimously.

No action was taken.

10.0 Adjournment: The board adjourned by consensus at 11:00 p.m.

Respectfully submitted,

Lisa Stoudt, Board Recording Secretary, and Jonas Eno-Van Fleet, Board Clerk



# Washington Central Unified Union School District

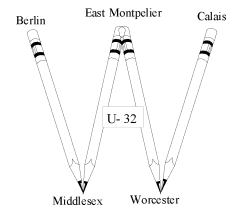
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*WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.*

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1130 Gallison Hill Road  
Montpelier, VT 05602  
Phone (802) 229-0553  
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Debra Taylor, Ph.D.  
Interim Superintendent



## Special WCUUSD School Board Meeting Agenda - REVISION 2.6.20, 4:30 pm

Location Change:

~~Doty Memorial School Art Room, 24 Calais Road, Worcester~~  
Central Office, 1130 Gallison Hill Rd, Montpelier

**Present:** Scott Thompson, Flor Diaz-Smith, Chris McVeigh, Dorothy Naylor, Lindy Johnson, George Gross, Vera Frazier, Marylynne Strachan, Jaiel Pulskamp

Visitors: Mark Andrews (Search Consultant), David Delcore (Times Argus)

1.0 Call to Order - Meeting called to order at 4:36pm.

2.0 Discussion

2.1 Superintendent Candidate Interview **(Executive Session)**

Mark Andrews provided information related to the process of interviewing, hiring a superintendent for WCUUSD.

Dorothy Naylor made a motion to go into executive session, seconded by Chris McVeigh.

Discussion: Invitation for Mark Andrews to remain in the room during the executive session. Agreement among members.

Motion to go into executive session passed unanimously. Guest left the room

Executive session called to order at 4:45.

Board members discussed the process prior to inviting the candidate.

Candidate joined the executive session.

Candidate left the meeting.

Lindy Johnson made a motion to come out of executive session at 7:28pm. Flor Diaz Smith seconded. Motion passed.



### 3.0 Action

#### 3.1 Approve Hire of Superintendent

Scott Thompson announced the board's decision to make an offer to Bryan Olkowski as Superintendent of WCUUSD.

"The board of Washington Central Unified Union School District offers the position of superintendent to Bryan Olkowski on the basis of experience, education and personal qualities that the board believes will enable our schools and children to flourish into the future."

Chris McVeigh made a motion to offer the position to Bryan Olkowski, Flor Diaz Smith seconded. Motion passed.

### 4.0 Adjournment

Meeting adjourned at 7:33pm.

Minutes provided by Lindy Johnson

**Superintendent Report to the Washington Central USD Board**  
**February 19, 2020**

- **Broadening Communications with Community**

**School Budget Information**

School budget information sharing continues. We have addressed all staff meetings, distributed the district annual report, and will soon distribute a notice to every registered voter in our five towns via mail. We have completed the ORCA Media budget recording by our administrative team which is now posted on the website. Plans are underway to distribute budget information to community members at school athletic, music and arts events.

**Preparation for Town Meeting**

**Board Dinner and Annual Meeting – March 2**

We are pleased to invite our current and former board members to a celebratory dinner at 5:30 pm at U-32 to honor their contributions to the governance of the school district during these challenging times. Certificates will be provided and the dinner will be catered. We have invited students to perform as well.

The Washington Central Unified Union District Annual Meeting will follow at 6:30 pm. The purpose of this meeting is to provide an informational meeting concerning the proposed budget. Please mark your calendars and make every effort to attend.

**Town Meeting – March 3**

On Tuesday, March 3, eligible voters from each of our five towns will consider those articles warned by the district which include board member elections, the budget and related warnings.

On this date, board members representing each town are asked to attend their respective town meetings and be prepared to provide the board slide presentation and respond to questions from members of the community. The slide presentation for town meeting is attached here for your use. Please be sure to request time from the select board to address community members on this date.

**Board Reorganization Meeting – March 4**

Our board will welcome new and returning members at their reorganization meeting, the first session following town meeting. At this meeting, the board will take the following actions:

- New and Re-Elected Members Take Oath of Office

- Election of Officers
  - a. Board Chair
  - b. Vice Chair
  - c. Clerk
- Appointment of Committees
  - a. Standing Committee Charges
  - b. Appoint Board Members to Each Committee
- Operational Decisions
  - a. Set Regular Board Meeting Schedule
  - b. Schedule Board Retreat
  - c. Designate Posting Locations
  - d. Identify Communication Practices
  - e. Discuss Board Development Opportunities
  - f. Discuss Advocacy Responsibilities
  - g. Designate Newspaper of Record

#### Elections -

The district warning was posted on January 21 and the warning was published in the Times Argus on February 4. Our district ballot has been completed and you may find a copy on our website at <https://www.wcsu32.org/Page/1263>.

Town Meeting will occur in each of our Towns on March 3, 2020. All school board member elections and warned articles will be voted by Australian Ballot in each town on this date. The District Ballots were delivered to Town Offices on February 6. Voters may request absentee ballots in advance and may also register at the polls and vote on Town Meeting Day. Recall that per a vote of the electorate, ballots will be comingled prior to tabulation and the results will be shared on Tuesday evening, March 3.

#### ● **Long Term Planning**

The Board plans a spring retreat to develop specific goals to guide their work for the coming year. During this meeting a Professional Learning model for the school board will be formed which reflects their desire to exemplify equity and innovation.

The Board Negotiations Committee met on February 10. The team authorized the district to issue a Memorandum Of Agreement around changes to current contract language associated with the district merger. They came to a tentative agreement about leave and absences, including clarification about what a “day” and “week” constitute, as well as amendments to parental leave language.

The Board Policy Committee engaged in a follow-up discussion with Steven, Jody, Jen and Debra in response to the request by the school board concerning college acceptances, transcripts,

and scoring and reporting procedures. Following the update, the administration agreed to provide a report to the full Board at the conclusion of the school year which will update college acceptance information.

- **Educational and Academic Outcomes**

Personalized Learning Plans for U-32 students are another way to support student learning and a requirement of Act 77. They help students establish career goals, align coursework with these goals, and ensure completion of the proficiency based graduation requirements in preparation for future schooling and career pathways. At U-32, we consider personalized learning plans to be a **process** rather than a plan. The process is intended to invite students to both explore many post-secondary possibilities and ensure that they are prepared for post-secondary success no matter which pathway they choose immediately following high school graduation.

This month updated PLP documents were shared with faculty by Steven and Jen. The documents include this [booklet](#) which describes proficiency-based learning and personalized learning plans and these grade level [checklists](#) to support students, families, and teachers throughout the process. This information will become part of the work of our students and parents, guided by teacher advisors and guidance counselors in the coming months and year. The booklet was created last year based on input from teachers and students and the checklists were finalized this fall after receiving feedback from students, families, and teachers.

The District Curriculum Council met on February 13. They are reviewing feedback and planning district inservice, discussing scoring and reporting and creating a vision for our expanded instructional coaching model for the 20-21 school year.

Plans are underway to select a literacy team (teachers, principals, and central office administrators) who will work with a consultant to carry out our district literacy audit, K-8. We are currently interviewing consultants who will guide us in this work.

On February 20, participants in the comprehensive needs assessment meeting will review and analyze an updated report of student achievement for the district. This information, along with a progress report on the work of this team, will be provided by Jen Miller-Arsenault on the March 18 Board Meeting at Doty.

Congratulations to Ben Heintz, U-32 teacher, who has been awarded a Rowland Fellowship for the 2020-2021 school year! Ben was selected by the Rowland Foundation of Vermont to receive this honor along with teachers from five other Vermont schools: CVU, Burr and Burton, Milton, Rutland, and Mill River. Ben's project centers on expanding the culture of publication at U-32 and connecting students to a statewide audience. The fellowship gives teachers the time, money, and support to step back from the classroom to create positive change in their school communities. This is U-32's third Rowland Fellowship -- Jess Barewicz in 2014, and Alden

Bird in 2018. We anticipate that this work will support our district's goal of increasing opportunities for student voice in our school system and beyond.

Congratulations also go out to Elijah Hankins for winning the U-32 school Poetry Out Loud competition! Poetry Out Loud is a national poetry recitation competition in which students memorize and recite a published poem. He recited Lord Alfred Tennyson's "The Charge of the Light Brigade." He will advance to the state competition on March 5 at the Barre Opera House and have a chance at qualifying for the national competition.

### **Other Areas of Priority**

#### School and District Safety and Security

The district leadership team has been attending training related to school safety and security. At our leadership team meeting on February 11, the team agreed to initiate training for a proactive options based safety protocol to ensure staff and student safety in response to an intruder. We have also been working together to update our school and district emergency operations plans which include best practices in response to school threats, weather events and other critical issues which school staff and students may encounter. A school safety update will be provided to the board at a future meeting. For safety reasons, a portion of this report will be provided in executive session.

Respectfully Submitted,

Debra Taylor, Ph.D.  
Superintendent

## WCUUSD Leadership Team Report to the Board

### February 19, 2020

#### Music Program Discussion

When the board asked administration to recommend a budget that addressed needs for all of the students of Washington Central, we started with a long list of items (both required and desired) for consideration. Deliberating on which items should be prioritized was as tricky, as it has historically been for the individual boards, because these discussions get at our shared values and beliefs. We are proud of and in full support of the district budget approved by the Board on January 15. So much time and consideration occurred during the planning process as we worked together to address equity across the school district for the first time as a unified district. The Superintendent led our equity discussion and presented this work to the Board in December, identifying our consensus on several priority areas for 20-21 and others for consideration in the 21-22 budget.

In keeping with our Theory of Action and the work of our Implementation Plan, we focused on the items that are tied to high quality instruction and interventions, clear learning targets, and a comprehensive and balanced assessment system that ensure ALL of our students achieve proficiency in our Student Learning Outcomes (SLO) and address the achievement gap. Some choices were easy to make by necessity. Other choices, like the addition of a strings program, were more challenging to prioritize. To be clear, we support and value music and artistic expression. Having met with some of our music educators in the district, our discussions about strings have brought to light so many other questions about current practices and shared vision. In short, we do not yet have a shared vision for a comprehensive music education, PreK to graduation. There is no alignment across our elementary schools on: access to lessons, access to instruments, time in general music education, or scheduled commitments for chorus or ensembles. Until we address alignment and a shared vision for music education, it is premature to discuss any specific type of instrument.

We also see at the elementary level that there is much work to be done to align our practices from building to building. We could take out the words strings or music and have this exact conversation about health education and world language. A comprehensive health education program is required in Title I6. At this point we do not yet have designated health educators in all of our elementary schools, and we feel we need to prioritize addressing this gap first. We have been aligned in our practice in grades 7-12 for years but that is not the case in grades PreK-6.

Therefore, we recommend that the board postpone conversations about specific instruments or programs, until our music educators work together and craft a shared vision for a comprehensive music program that is aligned PK-12 and maximizes current resources. As a unified union school district with one budget, we need time for careful planning that creates equitable opportunities for all students while honoring the unique qualities of each of our towns.

## Facilities Updates

### Regarding Lead/Water Testing

- Individual school results are noted below. The State has set the requirement that taps that are used for drinking water with lead levels of 4 parts per billion (ppb) or above require immediate action. Complete testing results can be found at <https://leadresults.vermont.gov/>

#### Berlin

- Berlin is operating normally. No issues to report. All lead testing came out <1ppb and two taps 1ppb.
- One of our 3/4 classrooms is piloting an alternative seating design that includes standing desks, Ergo seats, stability balls, and floor tables. This allows students different physical working postures and choices.

#### Calais

- Lead testing identified four areas that need to be addressed at Calais. All fixtures have either been replaced or use restricted pending installation.

#### Doty

- Two taps came out at over 4ppb for lead testing. Fixtures are replaced and have restricted use pending follow-up testing.
- Bidders on the siding project came for a site visit Feb 5.
- The PA system is scheduled to be installed during February break.

#### East Montpelier

- All lead testing came out to <1ppb
- We will have a number of common areas painted over February break

#### Rumney

- Three taps were identified with lead levels at or above 4ppb. Two taps (fountains) in classrooms have been taken out of commission and new fountains have been ordered. The third tap is in the kitchen and is not a source of drinking water (it is the sprayer used before trays and dishes are placed in the dishwasher).
- February 10 we met with John Rahill, of Black River architect, Bill Ford, a community member, Debra, and Casey to discuss the Rumney Acoustics project, preparing for a bid to go out for improvements to the gym acoustics.

#### U32

- Two taps were identified with lead levels at or above 4ppb. One was a faucet in the sink that was replaced and the other was an ice machine in our athletic office. We restricted use of both and we will be retesting the ice machine at the request of the State to determine remediation needs.

## Upcoming Events

#### Berlin

- February 19, 2020 10:20 a.m. Whole School Meeting - led by Mrs. Knapp's class
- March 4, 2020 4:45 - 5:45 p.m. FTS Meeting
- March 5, 2020 6:30 - 8:00 p.m. PTNA Meeting
- March 6, 2020 All Day Lifetouch Spring Picture Day
- March 20, 2020 3rd/4th Grade Science Fair
- March 26, 2020 1:45 p.m. Whole School Meeting - led by Mrs. Maring's class

**Calais**

- 4th grade trip to Billings Farm, February 4
- PTNO Meeting in library, February 10
- CES Winter Fest, February 15, 10:00-2:00
- Dungeons and Dragons club, February 13
- Drama Club starts, February 14
- Spring Fling kickoff, all school celebration, February 21
- February break, February 22-March 3

**Doty**

- Winter Wellness February 6, 13, 20
- Annual all school valentine exchange, February 14
- CNA/CIP meetings February 6 and 20, 4:30

**East Montpelier**

- February 13: I LOVE East Montpelier Lunch 11:15 - 1:00
- February 14: All School Assembly on Perseverance 9am
- February 17: Winter Wellness
- February 18: Celebration of Learning 5:00 - 6:30

**Rumney**

- February 14: Winter Wellness Week 3
- February 14: Morning Mug 8:00-8:45am (PTO Event in the gym)
- February 19: All-School Meeting led by Ben's Grade 1/2 Class
- February 21: Winter Wellness Week 4 (Final week)

**U32**

- Our [Tandem Calendar](#) is a great place to learn about all the Co-curricular activities at U-32.
- March 12: Principal's Coffee and Tea will be held at Rumney 7:30-8:30 AM

**Professional Development Time - A Recommendation**

A number of years ago the leadership team requested early release time on Wednesdays for professional development opportunities for our teachers. While this has been a great opportunity to provide professional learning opportunities within each of our schools, we continue to struggle to find opportunities across the district to work together in grade alike teams or in content teams due to the differences in start and end times and travel requirements. It is clear that we need time to work together in these mixed teams; to look at data across the district to inform our curriculum, instruction, and assessment growth, and to ensure strong universal instruction for all students.

One idea we have to make this happen involves a change to that PD time. We'd like to propose a change from early release every Wednesday to a model that has worked in other districts of one half day a month to allow for PD across the district. We see this as an opportunity to work together, align practices, and strengthen our Multi-Tiered Systems of Support (MTSS) across the district as one unified system. This would also allow our district an opportunity to pilot shared bussing by aligning our schedules across the



district one day a month and running one bus run. Our teachers, by contract, would still be required to meet 4 hours a month outside of the scheduled school day for school specific faculty meetings, etc.

### **Alternative Programs**

Questions have come up from the board regarding the Alternative Programs that our students are accessing across the system.

Currently, we have students attending the following alternative programs:

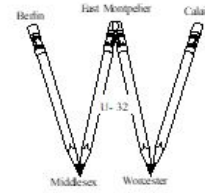
- The New School of Montpelier
- Stonepath Academy
- Choice Academy
- Maplehill
- East Valley Academy

# Washington Central Unified Union School District

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1130 Gallison Hill Road  
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Phone (802) 229-0553  
Fax (802) 229-2761

Debra Taylor, Ph.D.  
Interim Superintendent



To: WCUUSD Board of School Directors  
From: Debra Taylor, Superintendent  
Keith MacMartin, Technology Director  
Date: February 19, 2020  
Re: Recommendation for Technology Project Bid

Internet access across the district has been uneven in past years, with some schools having access to much higher bandwidth than others. In an effort to provide more equitable access to online resources, we solicited bids through the E-Rate process. E-Rate is a federal funding mechanism that provides reimbursement of network service costs to schools and libraries, based on the proportion of families eligible for free and reduced lunch. WCUUSD currently qualifies for substantial reimbursement under this program.

While we currently have very good internet access at some of our schools, others currently only have modest bandwidth available to them. For that reason, we bid off-cycle (while we still had contracts in place) in order to increase the available bandwidth and to streamline our network operations. See below for current and target bandwidth at each location:

Location	Current bandwidth	Target bandwidth (WAN)
Berlin	500 Mbps	500 Mbps
Calais	75 Mbps	500 Mbps
Doty	75 Mbps	500 Mbps
East Montpelier	500 Mbps	500 Mbps
Rumney	75 Mbps	500 Mbps
U-32	1 Gbps	2 Gbps

Given the totality of circumstances, and considering the bid proposals we received, our recommendation is to select FirstLight as the vendor to implement the WAN upgrade for internet service.

We received the following proposal based on our E-Rate filing:

<b>Vendor</b>	<b>Annual WAN Implementation Cost (Net cost after E-Rate reimbursement)</b>
FirstLight (Recommended)	\$44,810.40
ENA	\$57,840.00
Consolidated Communications	\$51,309.12 (Year 1, with estimated build costs) \$21,309.12 (Years 2-3)
Comcast (5-yr term)	\$34,080.00

Our recommendation to select FirstLight as the vendor to implement a WAN solution for the district is based on the following:

- Comcast did not provide a 3-year proposal for comparison, and did not provide sufficient detail on a school-by-school basis for comparison in their proposal.
- FirstLight has the lowest first-year implementation costs, and the second-lowest costs in subsequent years, based on respondents who fulfilled all requested criteria.
- We have existing contracts with FirstLight that expire in 2022 that we must fulfill - selecting other vendors would cause us to incur additional costs.
- ENA was the highest bidder, and was not selected.

We have sufficient funds budgeted for the WAN upgrade. The recommendation is based on a thorough analysis of the current internet access costs, the proposed WAN costs, and our E-Rate reimbursement amount. Our findings are that with our anticipated E-Rate reimbursement, the project is projected to be under budget.

Work will initiate this spring and we expect complete implementation by Fall 2020.

Recommendation:

Motion to approve FirstLight as the vendor to provide our schools with increased bandwidth and to implement a wide area network in the district.

WASHINGTON CENTRAL UNIFIED UNION SCHOOL DISTRICT  
EMPLOYEE SEPARATION FORM

Name: Abigail Brophy

Date: January 24, 2020

RECEIVED

FEB 13 2020

District: U-32

Position: English Teacher

*DM*

Reason for leaving (check one):

VOLUNTARY TERMINATION

- ☐ Another position with: \_\_\_\_\_  
New Employer
- ☒ Relocating / moving: Rhode Island  
New Address (to forward tax information)
- ☐ Retirement: \_\_\_\_\_
- ☐ Other – please specify: \_\_\_\_\_

INVOLUNTARY TERMINATION

- ☐ Position eliminated: \_\_\_\_\_
- ☐ Other - please specify: \_\_\_\_\_

Comments: \_\_\_\_\_

Last work day: End of the 2019-2020 school year

Employee signature: See attached resignation letter

ADMINISTRATIVE USE ONLY:

Board action date: 02/19/2020 Position posting date: \_\_\_\_\_

Employee eligible for rehire: ☒ Yes  
☐ No  
☐ With conditions (specify): \_\_\_\_\_

Administrator Signature: *[Signature]*

☒ Superintendent / Personnel File

☒ Payroll