

# Washington Central Unified Union School District

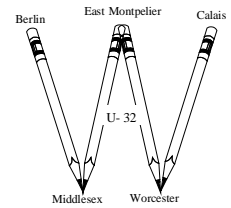
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*WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.*

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

Debra Taylor, Ph.D.  
Interim Superintendent



## WCUUSD Policy Committee Meeting Agenda

2.11.20

5 – 7 pm

1130 Gallison Hill Road, Montpelier

1. Call to Order
2. Approve Minutes of 1.6.20 – pg. 2
3. Requested Review
  - 3.1 B35 Family Medical Leave Policy – pg. 5
4. Review Existing Policies
  - 4.1 Section B – Personnel
    - 4.1.1 Current – pg. 13
    - 4.1.2 Additional – pg. 25
5. Adjourn

# Washington Central Unified Union School District

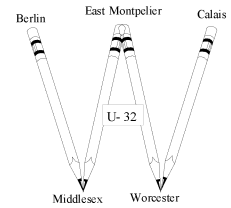
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## **WCUUSD Policy Committee Unapproved Minutes 1.6.20, 5 – 7 pm**

1130 Gallison Hill Road, Montpelier

**In Attendance:** Chris McVeigh, Jaiel Pulskamp, Marylynne Strachan (by phone), board members; Aaron Boynton, Berlin Principal, Jody Emerson, U-32 Assistant Principal, Debra Taylor, Interim Superintendent

1. Call to Order: Chris McVeigh called the meeting to order at 5:11 p.m.
2. Approve Minutes of 12.10.19: Jaiel Pulskamp moved to approve the minutes. Seconded by Marylynne Strachan, this motion carried unanimously.
3. Review Existing Policies
  - 3.1 Section A – Board

Hate Symbols Resolution: Jody Emerson indicated that she had shared the draft with the students who are in Social Justice and they appreciated the board's work. Committee members agreed to move the new paragraph up above the second paragraph.

With that edit, the committee would like to bring this policy to the board on January 15th.

Policy A34: Board Relations with School Personnel - Aaron Boynton had provided (by email) input for committee members to consider. The committee discussed where in the model policy to include this paragraph. Chris McVeigh suggested some additions to the proposed policy.

Committee members discussed specific scenarios that may arise, through the lens of this proposed policy. For example, board members discussed the difference between speaking as a parent and speaking on behalf of the board. Marylynne Strachan indicated that this is an important distinction to make, and she suggested that this topic be included in new board member training.

Debra Taylor suggested that the committee consider this policy at the next meeting, with the new language included. She would like to look more into language around "parent hat" versus "board hat."

Committee members agreed to bring this edited policy to the next board meeting. (please see below)

### 3.2 Section B – Personnel

3.2.1 Current: B1: Substitute Teachers - Jody Emerson noted that, under “qualifications,” U-32 currently only interviews candidates for substitutes if they have a bachelor’s degree. Superintendent Taylor noted that other substitutes in the district may not have a bachelor’s degree. Some discussion followed around indicating a minimum age.

Debra Taylor would like to research other schools in the district, to see how many use substitutes that do not have bachelor’s degrees. The suggestion was made: to include “four years experience beyond high school...” She will also look into legal implications around indicating an age requirement; she believes though, that indicating years of experience needed is standard; indicating, for example, a minimum age of 21, is not standard.

Discussion followed, re: long term substitute versus day-to-day substitute, as well as who is responsible as a supervisory role for a 30-day substitute.

B2: Volunteers and Work Study Students Policy - Marylynne Strachan brought up the issue of parent volunteers riding the field trip school bus - how does this fit into this policy?

Discussion also followed around incidents when a parent may volunteer when the circumstances are that the parent (or other volunteer) will never be unattended with students. Marylynne Strachan and Jody Emerson discussed the difference between how U-32 addresses this, versus how the elementary schools address this.

Committee members discussed the issue of background checks at length.

Marylynne Strachan asked - next time, when we consider this policy, can we have volunteer forms available to consider?

The committee plans to address this policy at the next meeting.

B3: Alcohol and Drug-Free Workplace - Some discussion followed around “drug” for example, meaning “narcotic” in the instance of pain medication. The committee discussed the term “illegal” as well as discussing marijuana. (Change language in policy to: (1) in intro paragraph, strike “illegal” both times, (2) under “Definitions: Drug,” add, at the end of the sentence “, unless prescribed.” (3) under “Definitions: Employee,” change “of independent contractors” to “and/or independent contractors” (4) under “Definitions: Work Study Student,” change “means a student” to “means a post-secondary student” (5) under “Employee Responsibilities,” second line, change “criminal drug statute” to “criminal alcohol or drug statute” .)

This policy is ready to go to the board, with noted changes.

B4: Mandatory Drug & Alcohol Testing: Transportation Employees - This policy is ready to go to the board, as written.

B5: Prevention of Employee Harassment - note - edit any references to supervisory union (old language.) D. Procedure: 1. Duty to Investigate: change "is committed to" to "shall."

This policy is ready to go to the board, with noted edits.

4. Adjourn: The committee adjourned at 7:03 p.m.

Respectfully submitted,  
Lisa Stoudt, Committee Recording Secretary

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#### A34: Board Relations with School Personnel Policy Edits

It is the policy of \_\_ 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 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, 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.

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

**POLICY:** B35

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

**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. 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, 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.

# Section B – Personnel

## Current Approved WCUUSD Policies

## Required

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

### Board of Directors' Policy

POLICY: B1

WARNED: 6/1/19

ADOPTED: 6/12/19

EFFECTIVE: 7/1/19

## 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.

### 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: B2

WARNED: 6/1/19

ADOPTED: 6/12/19

EFFECTIVE: 7/1/19

## VOLUNTEERS AND WORK STUDY STUDENTS POLICY

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### 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 a person with a substantiated finding of child or vulnerable adult abuse/neglect, the Superintendent shall determine the person's eligibility to serve as 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)
	21 V.S.A.

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

**WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT**

**Board of Directors' Policy**

<b>POLICY:</b>	<u><b>B3</b></u>
<b>WARNED:</b>	<u><b>6/1/19</b></u>
<b>ADOPTED:</b>	<u><b>6/12/19</b></u>
<b>EFFECTIVE:</b>	<u><b>7/1/19</b></u>

## <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 influence of illegal drugs or alcohol. If there are reasonable grounds to believe that an employee, volunteer or work study student is under the 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 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.<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 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 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 conviction of any criminal 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.

**Required****WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT****Board of Directors' Policy****HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT  
COMPLAINCE (HIPAA)****POLICY:** **B6****WARNED:** **6/1/19****ADOPTED:** **6/12/19****EFFECTIVE:** **7/1/19**

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 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

POLICY: B7

WARNED: 6/1/19

ADOPTED: 6/12/19

EFFECTIVE: 7/1/19

## 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 at \_\_\_\_\_.

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.

- Word format
- Acrobat format

CODE B7  
(Required Policy)

## TOBACCO PROHIBITION

### Policy

In accordance with state law, it is the policy of the \_\_\_\_\_ Supervisory Union/School District to prohibit the use of tobacco or tobacco substitutes on supervisory union 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, further 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 designee shall develop procedures, rules and regulations that are necessary to implement this policy and, at a minimum, will include provisions ensuring that tobacco products, tobacco substitutes or tobacco paraphernalia are confiscated when found in the possession of students and that referrals to law enforcement agencies are made when appropriate.

### Definitions

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

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 areas adjacent to school buildings, athletic fields and parking lots.
2. **School sponsored activity** means activities including but not limited to field trips, project activities, 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.

*Date Warned:*

*Date Adopted:*

*Legal Reference(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.

## Recommended

WASHINGTON CENTRAL UNIFIED  
UNION SCHOOL DISTRICT

Board of Directors' Policy

POLICY: B20

WARNED: 6/7/19

ADOPTED: 6/26/19

EFFECTIVE: 7/1/19

## 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~~District 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 ~~D~~istrict 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 ~~d~~District'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 ~~B~~oard 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 ~~S~~uperintendent shall require ~~that~~ all applicants, as a condition of employment consideration, to cooperate fully with background investigations, supplying references and releases so the ~~d~~District can contact previous employers. ~~For A~~pplicants the ~~s~~uperintendent 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 ~~S~~uperintendent shall request a criminal record check through the Vermont Criminal Information Center (VCIC) on any candidate ~~he or she~~they intends 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 ~~s~~uperintendent shall maintain such records in accordance with state law.

3. The ~~S~~uperintendent 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~~uperintendent 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: B22

WARNED: 6/7/19

ADOPTED: 6/26/19

EFFECTIVE: 7/1/19

## 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 arty 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)



# Section B – Personnel

## Additional Recommended/Optional Policies

## **Professional Development**

### **Policy**

It is the policy of the \_\_\_\_\_ Supervisory Union 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 plan.

### **Principles to Guide Professional Development**

The supervisory union shall provide, or arrange for the provision of professional development programs, or both, for teachers, administrators, and staff within the supervisory union.<sup>ii</sup> Professional development programs provided by the supervisory union will be directly linked to student performance goals identified in the annual action plan.<sup>iii</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 his or her 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 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 and action planning committees, 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 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.

*Date Warned:*

*Date Adopted:*

*Date Amended:*

*Legal Reference(s):* 16 V.S.A. §261a

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

*Cross Reference:*

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<sup>i</sup> A policy on professional development is no longer legally required. See 16 V.S.A. §261a(a)(5) for for the current required responsibilities of supervisory union boards in the area of professional development. Many master contracts with employees also contain provisions related to professional development, and should be consulted when developing a policy on this subject. In this model policy, the provisions related to guiding principles and implementation are suggestive, and should be tailored to meet the needs of the adopting supervisory union.

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

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

**CODE: B30**  
**(Policy to Consider)**

## **STAFFING AND JOB DESCRIPTIONS**

### **Policy**

It is the policy of the \_\_\_\_\_ 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

*Date Warned:*

*Date Adopted:*

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

*Cross Reference:* Personnel Recruitment, Selection, Appointment and Criminal Records Checks (B7)

## **EDUCATOR SUPERVISION AND EVALUATION: PROBATIONARY TEACHERS**

### **Policy**

It is the policy of the \_\_\_\_\_ 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 his/her 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;
4. Educator evaluations will be carried out (specify how often).
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.

### **Probationary Teachers**

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

schools 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-renewable 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;
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 to prepare and deliver, at least annually (specify when) 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.

*Date Warned:*

*Date Adopted:*

*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

*Cross Reference:*

## PERSONNEL FILES

### Policy

It is the policy of the \_\_\_\_\_ 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:
  - 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;
  - 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;
  - 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.

*Date Warned:*

*Date Adopted:*

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

*Cross Reference:* Evaluation and Supervision of Staff (D4)  
Personnel: Recruitment, Selection, Appointment (D1)



CODE B33  
(Policy to Consider)

## RESIGNATIONS

### **Policy**

It is the policy of the \_\_\_\_\_ 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.

*Date Warned:*

*Date Adopted:*

*Legal Reference(s):*

*Cross Reference:*