

# ORANGE SOUTHWEST SCHOOL DISTRICT

## CONFIDENTIAL STAFF EMPLOYMENT AGREEMENT

**Last approved by the OSSD Board on 7/13/2022**

The following is a staff employment policy for **Confidential Employees** of the Orange Southwest School District.

### I. **EMPLOYEE CLASSIFICATIONS**

#### **TWELVE MONTH EMPLOYEES:**

Confidential employees who work at least 260 days, forty (40) hours per week, shall be considered regular full-time twelve-month employees. Twelve-month employees who work less than forty hours per week shall receive all benefits of a regular twelve-month employee on a pro-rated basis.

#### **SCHOOL YEAR EMPLOYEES:**

Confidential employees who work the school year calendar, with additional days as specified in their individual contract, shall be classified as school year employees, with insurance benefits being prorated based on actual days worked. Employees who work less than thirty-two (32) hours per week are part-time employees.

### II. **LEAVE**

#### A. **SICK LEAVE**

Employees shall be entitled to paid leave for absences due to personal illness and physical disability, including disabilities connected with or resulting from pregnancy, as set forth herein.

Regular full-time twelve-month confidential employees shall be entitled to twenty (20) days sick leave with full pay. Unused sick leave shall accrue to a maximum of ninety (90) days. Those staff members who have accumulated more than 90 days prior to the 1996-97 school year remain entitled to those days, but once those days over 90 are used, members may not accumulate more than 90 days.

Regular full-time school year employees shall be entitled to fifteen (15) days sick leave with full pay. Unused sick leave shall accrue to a maximum of ninety (90) days.

Part-time employees shall accrue sick leave at a rate of one (1) day per month to a maximum of nine (9) days per year. Unused sick leave shall accrue to a maximum of fifty (50) days.

All employees shall be entitled to use up to five (5) sick days per year due to matters of family illness.

#### B. **ANNUAL LEAVE**

Regular full-time twelve-month employees shall be entitled to annual paid leave based on continuous employment as follows:

0 - 3 years	15 days
4 - 8 years	20 days
8 + years	25 days

Regular full-time school year and part-time employees shall be entitled one (1) paid day of leave per year. Annual leave may be carried beyond the contract year through the last day in September.

Regular full-time twelve-month employees shall be entitled to the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas, New Year's Day, Washington's Birthday or Bennington Battle Day, Town Meeting Day, Memorial Day, and Independence Day. Beginning July 1, 2023, these days will include Indigenous People's Day and Martin Luther King Day.

Regular full-time school year and part-time employees shall receive the following paid holidays: Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Town Meeting Day, and Memorial Day.

C. PERSONAL LEAVE

Confidential employees shall be eligible for four (4) days of paid personal/emergency leave per year. Additional personal/emergency leave may be granted at the discretion of the superintendent.

D. MILITARY/JURY DUTY

Each regular full-time twelve-month and school year employee who is directed to perform full-time military duty, not to exceed ten days, or is selected for jury duty shall be paid the difference between the employee's regular base rate of pay and the amount of income earned for military or jury service provided the employee's regular base rate of pay is greater than the payment for military or jury duty.

E. BEREAVEMENT LEAVE

Up to three (3) days per occurrence, not cumulative, shall be granted to each employee, subject to approval of the superintendent, because of death in the immediate family. Immediate family shall be defined as parents, spouse, siblings, grandparents, children, grandchildren, and the corresponding in-laws of the same. Bereavement leave may be extended at the discretion of the superintendent (paid or unpaid).

III. INSURANCE

A. HEALTH INSURANCE

The district shall offer employees health insurance benefits as described in the state-wide school employee healthcare package.

B. LIFE INSURANCE

Regular full-time twelve-month employees shall be provided group term life insurance coverage for five thousand dollars (\$5000). In the event of accidental death, such insurance will pay double the face value.

- Beginning July 1, 2023, the coverage amount will increase to (\$10,000).

Regular full-time school year employees and part time employees may participate in the insurance plan at their own expense by paying the balance after Board contribution is applied to the cost of the said plan.

C. DENTAL INSURANCE

Regular full-time twelve-month employees will be provided single, two person, or family coverage in the current dental plan. The Board will pay one hundred (100) per cent of the premium.

Regular full-time school year and part-time employees will be entitled to participate in the same dental insurance program but at the employee's own expense.

D. DISABILITY INSURANCE

- 1) The school board shall pay one hundred (100) per cent of the premium cost of long-term disability insurance. The policy must be similar to the Horace Mann Long Term Disability Income Plan. The insurance will have a monthly benefit of two-thirds of salary at the time of disability (less offsets), and elimination period of ninety (90) calendar days, and a benefit period to age sixty-five (65).
- 2) Employees with up to three (3) years seniority: once an employee has been receiving a combination of sick leave and long-term disability benefits pursuant to this agreement for a period of six (6) months, the said employee shall no longer be considered an employee of the district. Once this six (6) month period has expired, the district will no longer be responsible for contributing toward the premium costs of any insurance plan provided by this agreement.
- 3) Employees with three (3) or more years of seniority: The employee shall continue to receive all insurance benefits for a period of six (6) months of combined sick leave and long-term disability benefits. Once the said employee is absent for twelve (12) months, he/she will no longer be considered an employee of the district.

**IV. OTHER PROVISIONS**

**A. PROBATION**

A newly hired confidential employee will be offered a contract with a probationary period of six (6) months. During said probationary period, the employee may be discharged at the sole discretion of the superintendent.

**B. TUITION**

All confidential employees will be entitled to nineteen hundred (\$1,900) dollars per contract year for college courses, workshops, and seminars that are: (1) relevant to his/her current position; and (2) approved by the Superintendent of Schools before the first meeting of the course, workshop, or seminar. All reimbursable activities must be completed with a passing grade of B- or better. Upon approval of the Superintendent, the District shall pre-pay fifty (50) per cent of the tuition or enrollment costs for the approved course, workshop, or seminar and shall reimburse the employee the remaining enrollment cost once the employee has demonstrated proof of payment and successful completion. In the event the employee fails to successfully complete the course, workshop, or seminar, the employee shall repay the district any paid monies or the owed monies will be withheld from the employee's paycheck(s) on a schedule determined by the Superintendent.

**C. TERMINATION**

There are four ways to terminate the contract:

- 1) with cause;
- 2) by employer, with one (1) month's written notice;
- 3) by employee, with one (1) month's written notice;
- 4) at any time by mutual written consent.

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OSSD BOARD CHAIRPERSON

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DATE