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## **Introduction**

Welcome to the Barre Unified Union School District. We are proud to provide over 2,400 students with a preK-12 education that allows them to leave our schools career and college ready. We focus on teaching our students to be literate, critical-thinking problem-solvers who can collaborate and communicate, not simply to be standardized test takers. We welcome you to our team of dedicated educators and staff. The challenges a school system faces require continuous learning and adjustments for our students, our families, and our staff. We have high confidence that together we can accomplish this.

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect for non-union and non-contracted employees within the Barre Unified Union School District (hereinafter referred to as “BUUSD”) which includes Barre City Elementary and Middle School, Barre Town Middle and Elementary School, Spaulding High School. Unless otherwise specified, all references to the “BUUSD” will assume inclusion of these schools in the BUUSD. The handbook is designed to introduce you to our family of schools, familiarize you with our common policies, procedures and practices and help answer many of the questions that may arise in connection with your employment.

### **This Employee Handbook is not a contract.**

This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is to provide non-contractual staff with convenient explanations of present policies and practices in the BUUSD, and is intended to be an overview or a guideline rather than cover every matter that might arise in the workplace. Copies of complete policies that have been approved by the BUUSD Board can be found online at [buusd.org](http://buusd.org). For additional information regarding benefits, please refer to the Benefits Appendix at the end of this handbook, and/or the Summary Plan Descriptions (available for review at the BUUSD or at [buusd.org](http://buusd.org)). In the event of a conflict between this handbook and a Board-approved policy or Summary Plan Description, the Board-approved policy and Summary Plan Description shall govern.

The BUUSD reserves the right to modify any of our policies and procedures covered in this Handbook at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

## **Part 1 – Employment**

### **Your Employment Relationship with Us**

The BUUSD only offers formal employment contracts to union members covered by a Collective Bargaining Agreements, Principals, and to certain members of the senior administrative team. In all other circumstances, employment is “at will,” meaning that you or the BUUSD may end your employment at any time for any lawful reason. This handbook is intended for non-contractual staff.

**This Employee Handbook is not a contract.** It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration. Neither does it

obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the BUUSD may terminate the employment relationship at any time. Neither does the Handbook guarantee any prescribed process for discipline and discharge.

No manager or other representative of the BUUSD, other than the Superintendent or other named designee, has authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Superintendent or other named designee, and the employee.

## **Employment Classifications**

The following terms will be used to describe employment classifications and status:

**Full Year Employees:** employees who work 261 days per year.

**Extended Year Employees:** employees who work more than 190 days per year but fewer than 261 days per year.

**School Year Employees:** employees who work for the school year but less than 190 days.

**Full Time Employees:** extended year and school year employees who work thirty (30) or more hours per week.

**Part Time Employees:** extended year and school year employees who work less than thirty (30) hours per week.

**Short Term Employees:** Employees hired on a temporary basis for a finite period of time, or to complete a short term project.

**Exempt Employees:** Salaried employees earning at least the required amount per week designated by the US Department of Labor, who hold an administrative, professional, or executive position. Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). Job titles do not determine exempt status. In order to be exempt, an employee's specific job duties and salary must meet requirements established by the U.S. Department of Labor. The responsibility for determination of exempt status rests with the BUUSD.

**Non-Exempt Employees:** Employees who are not administrative, professional, or executive employees (as defined by the U.S. Department of Labor) and who are entitled to earn overtime under the FLSA overtime provisions are generally paid hourly. The responsibility for determination of non-exempt status rests with the BUUSD.

If your status changes from short term to part-time or full-time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits.

## **Equal Employment Opportunity**

The BUUSD is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy), national origin, disability, age, genetic information, marital status, sexual orientation, ancestry, gender identity, place of birth, HIV status, or any other status protected under applicable federal, state or local law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. Our policy reflects and affirms our commitment to the principles of fair employment and the elimination of all discriminatory practices.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the Superintendent or the Director of Human Resources. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### **Discrimination Against Individuals with Disabilities**

The Federal Americans with Disabilities Act (ADA) and State law prohibit discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the BUUSD's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of policy, the BUUSD prohibits discrimination of any kind against people with disabilities.

### **Disabled Defined**

An applicant or employee may have a qualifying disability if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

### **Reasonable Accommodation**

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the BUUSD Human Resources Department in order to allow them to apply for a particular job, perform an essential function of the position, or enjoy the benefits and privileges of employment. If you have a disability and you wish such reasonable accommodation, contact Human Resources. We will ask that you provide information from your healthcare provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine whether you have a qualifying disability and, if so, the viable options for reasonable accommodation. Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, we do not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one

to provide. There may be some instances where there is no reasonable accommodation that would enable you to perform the essential functions of your job.

## **Part 2 - Workplace**

### **Communications and Open Door Policy**

One of BUUSD's objectives is to maintain productive and positive relationships between staff members. Our employees are our most important resource. In order to maintain quality relationships, and positive employee relations, we have an "open door policy" at all levels of management. Employees are encouraged to express their opinions, concerns, and suggestions regarding the workplace directly to the appropriate supervisor, or to Human Resources. The BUUSD is eager to assist in the resolution of employee concerns, and to consider ideas for making our district even better.

If you have a concern or complaint, you are expected to first discuss the issue with your immediate supervisor. Many issues can be resolved at this level. However, if you are not satisfied that the issue has been appropriately addressed, or if at any time you feel uncomfortable speaking with your supervisor or a manager, you should contact the Director of Human Resources.

### **Hours of Work**

The workweek is generally from Monday through Friday, but can vary depending on your location, position, and need to be present when school is in session. Employees' schedules are aligned with the school day in order to best meet the needs of the students. Please discuss your expected work schedule with your supervisor. Each location will provide adequate meal and break times in accordance with Vermont and Federal labor laws.

### **Overtime**

The BUUSD will provide overtime compensation to non-exempt employees (see "Employment Classifications" in Part 1 for clarification of non-exempt) for hours worked in excess of 40 per week, in accordance with Federal and State labor law for municipalities. The BUUSD may provide employees with compensatory time in lieu of overtime compensation. Compensatory time must be used within the week that it was earned. Employees are not allowed to carry compensatory time balances. Overtime work is not allowed without prior approval by your manager.

### **Attendance, Punctuality and Absence Notification**

It is important for you to report to work on time and to avoid unnecessary absences. We recognize that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness can put unnecessary strain on your coworkers and can have a negative impact on school operations. Therefore, poor attendance may result in disciplinary action up to and including termination.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you must request time off using the AESOP system so that it may be approved by the designated administrator and the superintendent (or his/her designee). If your absence is unexpected, you must use the

AESOP system to notify your school/administrator. If you are not part of the AESOP system you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with an administrator or the school front office staff providing a number where you may be reached if need be. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

If an employee has missed three or more days and has not contacted his/her supervisor we will consider you to have abandoned your position and voluntarily ended your employment.

The use of unpaid time off is strictly prohibited. Employees who have exhausted their paid time off, will be subject to corrective action. The Superintendent or his/her designee has the sole discretion to excuse unpaid time off if there is an extenuating circumstance. Some, but not all, absences are compensated under your school's leave and benefits policies described in Section 5, Holidays, Vacation and Other Leave.

### **Inclement Weather**

It is your responsibility to clarify ahead of time whether or not you are expected to report to work as usual when schools are closed due to inclement weather. Use common sense and your best judgment, however, when traveling to work in inclement weather.

If you normally report to your job even if school is closed, and the Superintendent or Government closes your office for a full or partial day, you will be paid as if the full day had been worked. If the offices are open and you are delayed getting to work, cannot get to work at all, or choose to leave early because of inclement weather, the absence will be charged to (1) personal time, (2) vacation time, or (3) unpaid time off, in that order. In some circumstances, and with supervisor approval, missed time due to inclement weather can be made up during the pay period. You should always use your judgment about your own safety in getting to work.

### **Dress Code and Public Image**

As a representative of our school community, we expect you to present a clean and professional appearance when working. You are, therefore, required to dress in appropriate business casual attire and to behave in a professional, businesslike manner. It is essential that you extend the highest courtesy at all times to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to providing our community with extraordinary customer service.

The current dress code is business casual, unless you are subject to a uniform, safety gear, or alternate dress requirement\*. Clothing must be clean and neat; torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not permissible. As always, please use common sense in your choice of attire.

\*Behavioral staff are expected to wear appropriate clothing for frequent physical activity. This would include wearing closed toed, low/no heeled shoes (footwear that supports the physical activity) and clothing that is appropriate and professional for physical activity that includes Handle with Care techniques.

### **Work Space**

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace free of non-essential clutter provides an environment conducive to working efficiently. Employees should keep in



mind that their workspace is part of a professional environment that portrays our overall dedication to providing quality service to our students and community members.

## **Office Equipment**

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the BUUSD and can only be removed from the school/office with prior approval from your supervisor for work-related purposes. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Office equipment is intended to be utilized only for the BUUSD or school's business purposes.

## **Internet Access, Email and Phone Use**

Access to the Internet, email and phones is given principally for work-related activities or approved educational / training activities in accordance with the BUUSD's Acceptable Use Policy. Occasional personal phone use is permitted, as long as it is minimal and does not interfere with your employment-related activities.

Your work Internet, email and phone systems are the property of the BUUSD. As such, any communications and individual connections on these systems, whether personal or business-related, may be monitored and reviewed by the BUUSD or its service providers. Employees should have no expectation of privacy in any communications utilizing business property.

### Responsibilities and Obligations

Employees may not access, download or distribute material that is in breach of the law, or which is offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence. It is difficult to define inappropriate use. However, employees are expected to err on the side of caution.

You must respect and comply with copyright laws and intellectual property rights of both the BUUSD and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the BUUSD.

### Violation of this Policy

In all circumstances, the use of Internet access, email and phone systems must be consistent with the law and BUUSD policies. Violation of this policy is a serious offense and may result in a range of sanctions from restriction of access to electronic communication facilities to disciplinary action, including dismissal.

### Personal Cell Phone Use

As with all phone use, personal cell phone use should be limited to occasional and sporadic instances, provided that it does not interfere with work performance.

## **Personnel Records**

The BUUSD maintains employment records in compliance with all legal requirements for confidentiality and privacy. An employee file is maintained for each employee with documents such as the resume, new hire forms, education, training and formal performance evaluations. Employees who wish to review their file may do so by appointment with the Human Resources Department.

It is important that the BUUSD maintain accurate personnel records at all times. You are responsible for notifying the Human Resources Department of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. Prompt notification will avoid compromise of your benefit eligibility, such as the return of W-2 forms, or similar inconvenience.

## **No Solicitation**

Employees may not solicit, canvas or distribute materials or literature for any purpose within the BUUSD buildings, or on BUUSD property. Employees may not solicit or distribute literature or materials for any purpose within the working areas of the BUUSD at any time during the employee's working time, or during the working time of any employee being solicited or approached.

## **Smoking**

In accordance with State law and the BUUSD's tobacco policy, smoking is strictly prohibited on school grounds and at school sponsored activities. School grounds means any property or facility owned or leased by the BUUSD and used 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. School sponsored activities means activities including but not limited to field trips, project graduation events, sporting events and dances. Employees who violate this policy will be subject to disciplinary action.

## **Drug-Free Workplace**

It is the policy of the Barre Unified Union School District (BUUSD) to maintain a workplace free of alcohol and drugs. No employee, volunteer or work study student 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 This BUUSD policy can be found on the BUUSD.org website

<https://www.buUSD.org/district/policiesprocedures>

## **Substance Abuse**

Substance abuse is a serious problem adversely affecting the lives of millions of Americans, corporate profits, organizational effectiveness, and our nation's ability to compete in the world economy.

The BUUSD recognizes alcohol and drug abuse as potential health, safety and security problems. The BUUSD expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with the Alcohol and Drug-Free Workplace policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on BUUSD premises or at any time and any place during working hours. We may also take action if we become aware that you are engaging in unlawful behavior outside of work. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may confidentially discuss your situation with Human Resources, who can help you determine coverage available under the BUUSD's medical insurance plan and employee assistance plan.

## **Workplace Safety**

Safety is a joint venture between employer and employee. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act.

As an employee, you have a duty to comply with the BUUSD's safety rules and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a member of the health services team (School Nurse).

If you become ill or get hurt while at work, you must notify your supervisor, the School Nurse or Human Resources immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

The BUUSD is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations (check your health plan documents to determine coverage). We may also request that a physician examine you whenever conditions make this desirable for your protection or that of the BUUSD, your co-workers, or the students. We will pay for physical examinations administered at our request.

The BUUSD requires employees to wear safe, appropriate and suitable clothing and footwear for their specific position. This includes, but is not limited to, a requirement for behavioral staff to wear closed toed shoes that also provide support for the physical demands of the position.

Please refer to the [busd.org](http://busd.org) website. The workers compensation guidelines are located under the Human Resources section.

## **Travel**

Employees who are authorized by a supervisor to operate his/her own vehicle on job-related business will be reimbursed at the current IRS rate per mile upon submission of an expense report. Overnight accommodations and other expenses to attend meetings or conferences must receive advanced approval from the Superintendent in accordance with the established Mileage, Rooms and Meals Procedure.

Employees and personal vehicles are not intended to transport students. A Certificate of Insurance and an Employee/Volunteer Vehicle Checklist (available on the BUUSD website) must be submitted and approved by the BUUSD Business Office before an employee or volunteer will be allowed to transport students in their personal vehicle.

## **Workplace Harassment**

The BUUSD is committed to providing a work environment that provides employees equality, respect and dignity. Harassment of any other person, including, without limitation, fellow employees, visitors, students, clients or customers, whether at work or outside of work, may be grounds for immediate termination. Harassment includes verbal, written or physical misconduct based on an employee's race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, political affiliation, ancestry, place of birth, HIV-positive status or disability which has the purpose or effect of substantially interfering with an employee's work or creating an intimidating, hostile or offensive work environment. A copy of our complete Harassment Policy, which includes our Sexual Harassment Policy, definitions of additional types of harassment, examples of harassment, harassment reporting procedures, and administrative responsibility and action can be found in Appendix C at the end of this handbook.

### **Penalties for Violation of Harassment Policy (BUUSD Policy B3 - Prevention of Employee harassment)**

If it is determined that inappropriate conduct has occurred, the BUUSD will act reasonably promptly to eliminate the offending conduct. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the BUUSD deems appropriate under the circumstances. Conduct that is inappropriate, but does not rise to the level of unlawful harassment, may still lead to employee discipline.

## **Part 3 – Compensation and Performance**

### **Payroll Practices**

Employees are paid bi-weekly on Thursday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

### **Salary Deductions and Withholding**

The BUUSD will withhold the following from your paycheck:

#### Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

#### Insurance

Your contribution to health, dental or other insurance premiums for yourself and any eligible family members, or to other contributory benefit programs such as the 403b savings plan, if applicable.

### **Direct Deposit**

Direct deposit of your paycheck directly into your bank account is strongly encouraged. The direct deposit form to authorize this is available on the BUUSD website (buusd.org).

### **Performance Reviews and Salary Reviews**

Performance reviews may be conducted annually. All performance reviews will be completed in writing by your supervisor or manager and reviewed during a conference with you. Factors that may be considered in your review include the quality of your job performance, your attendance, meeting the requirements of your

job description, dependability, attitude, cooperation, compliance with our employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the BUUSD at its discretion in consideration of various factors, including your performance review.

### **Promotions and Transfers**

In an effort to match you with the job for which you are most suited and/or to meet the needs of the BUUSD, you may be transferred from your current job. This may be either at your request or as a result of a decision by the administration.

Job openings will be posted on the BUUSD website [buusd.org](http://buusd.org). The administration does reserve the right, however, to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of a member of the administrative team.

## **Part 4 – Benefits**

### **General**

This section, along with Appendix A, Benefits, briefly describes the fringe benefits provided by the BUUSD and information on your eligibility. Additional details regarding each benefit plan are contained in the Summary Plan Descriptions (SPDs) and Summaries of Benefits and Coverage, which are available for review on the BUUSD website or at the Central Office. In the event of any conflict between the information contained in this Handbook and in the company's SPDs, the SPDs shall govern, as this Handbook does not constitute such a legal document. These plans are subject to change at the BUUSD's discretion, as is the amount that you may be required to contribute towards the premiums for any of these plans.

The following benefit programs may be available to eligible employees. Please refer to Appendix A for your eligibility. Cash in lieu of participation in these plans is not available for non contracted employees.

- Health Insurance
- Dental Insurance
- Life and Accidental Death and Dismemberment (AD&D) Insurance
- Long Term Disability Insurance
- Workers Compensation Insurance
- Flexible Health Savings Account
- 403(b)
- Employee Savings Plan
- Paid Time Off (see Section 5, Vacations, Holidays and Other Leaves)

Pursuant to 16 V.S.A. chapter 61 (Commission on Public School Employee Health Benefits) health care benefits and coverage, excluding stand-alone vision and dental benefits, but including health reimbursement arrangements and health savings accounts, shall be governed by the written agreement incorporating the terms of the statewide health insurance bargaining found in Appendix C-1 or C-2 of this collective bargaining agreement, as applicable. Appendix C-1 is the 2020-2022 terms and C-2 is the 2023-2025 terms. Effective January 1, 2023, grievances involving the application of the terms of the statewide health insurance shall be processed according to the statewide health care grievance procedure. For full document see this link:

[Statewide Negotiated Health Benefits](#)

## **Waiting Period**

Full-time employees are eligible to participate in the various insurance programs offered by the BUUSD on the first of the month following their first day of employment. There will be an annual Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

## **Employee Contributions**

The BUUSD's benefit package is generally contributory; that is, you are responsible for a portion of the premium for your benefits, which is deducted from your paycheck. The remainder of your premium is paid by the BUUSD.

## **Late Applicants**

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of those programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

## **Open Enrollment**

The Open Enrollment period allows employees to add or change their benefits coverage. Open Enrollment takes place once a year. Applications for medical and dental insurance may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change; see Special Enrollment).

## **Special Enrollment**

A "qualifying event," such as certain life status changes--marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--may allow entry into a plan as long as application for coverage is made within 30 days of the qualifying event. For specific details regarding Special Enrollment, please refer to your Summary Plan Description.

## **Continuation of Health Coverage**

A Federal law commonly referred to as COBRA requires the BUUSD to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

## **Part 5 – Vacation, Holidays and Other Leave**

### **Vacation**

We recognize the importance of vacation time in providing rest, recreation and personal enrichment, and encourage our employees to utilize their vacation time each year.

### **Eligibility**

Full Year employees earn vacation time as detailed in Appendix A, Benefits.

Eligibility is determined by the employee's most recent period of continuous full-time employment.

Part-time, full year employees may earn vacation on a pro-rata basis.

The Barre Unified Union School District has a strict no carry-over procedure. Vacation days must be used within the Fiscal year they were earned. You will not be compensated for any earned, unused vacation time not used in the fiscal year it was earned. The end of the Fiscal Year is June 30th.

Any holiday occurring during your vacation time will be counted as a holiday and not vacation time.

### **Vacation Approval Procedure**

Employees will submit tentative annual vacation plans for approval to the building administrators or Superintendent or designated administrator. Vacation days are approved based on the needs of the department. Employees who work with students are generally not granted vacation time when school is in session. In the event of a conflict in vacation requests, the Superintendent or supervisor will consider the departmental staffing needs during the relevant period, as well as the length of service of the employees involved. A rotating schedule may also be implemented. Changes to vacation requests can be approved by the immediate supervisor based upon office staffing levels, workload and a first-come, first-served basis.

At the time of termination, vacation time will be prorated based on the employee's actual termination date.

All vacation time given to the employee will be available for use by the employee on July 1 of the Fiscal year. However, if an employee terminates prior to June 30, vacation time will be prorated based on his or her last day of work. If the employee has used more vacation time than actually earned, the value of that time will be deducted from the employee's final paycheck.

Vacation time earned but not used prior to involuntary separation from employment with the district shall be paid to the employee at the time of separation at the Superintendent's discretion. Vacation time earned but not used prior to voluntary termination from employment with the district shall be paid to the employee at the time of separation if a two week notice period is given by the employee. You must work completely through your two week notice period and you may not use vacation time during your notice period to be considered eligible for the vacation payout upon termination.

### **Personal Leave**

Personal leave per fiscal year may be granted at the discretion of the Superintendent. Please refer to Appendix A, Benefits for eligibility. Personal leave is intended for important personal business, which cannot be scheduled during the employee's non-working time, and cannot be carried over from year to year. Personal time shall have no cash value at the time of termination.

### **Sick Leave**

Full time employees are awarded sick leave as detailed in Appendix A, Benefits. Sick time may be used for an employee's own illness or injury, or that of an employee's spouse, child or civil union partner, parents or parents-in-law. In some circumstances, sick time will run concurrently with Family and Medical Leave (see Family and Medical Leave section below). Sick time has no cash value at the time of termination.

Prorated sick leave for regular part time employees may be available at the discretion of the superintendent or his/her designee.

Use of accrued sick leave for any other purpose or reason shall be granted solely at the discretion of the Superintendent or other named designee. When absence is due to illness, the BUUSD reserves the right to require appropriate medical documentation.

**Holidays** - see appendix A for eligibility. The BUUSD observes several holidays throughout the year. Employees working less than a full year will only be paid for the holidays that fall within their regular work year. Please refer to Appendix A. If the above holiday falls on a Saturday, the office will be closed on Friday. If the holiday falls on a Sunday, the office will be closed on Monday. If the holiday falls on a school day, the Central Office will be open, and each employee working will be granted a “floating holiday” to be taken within the current school year.

### **Religious Observance**

Federal and State equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The BUUSD respects your religious beliefs, and will provide reasonable accommodation for employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested as personal leave through the AESOP system two weeks prior to the event.

### **Bereavement Leave**

Employees will receive up to five (5) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes parents, parents in law, son in law, daughter in law, grandparents, siblings, spouse, domestic partner, children or grandchildren of the employee or of the employee’s spouse or domestic partner. Up to one (1) day of paid leave shall be allowed for the death of other relatives.

### **Jury Duty**

The BUUSD encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. We will provide additional documentation in this regard, if necessary, to obtain such postponement.

If you are either released by the court before your regular hours of employment are over, or are able to report to work before the court duty is required, you are required to report to work. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status. The BUUSD will compensate you at your regular daily rate. No payment will be received through the court.

### **Appearance as a Witness**

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation or personal time when appearing as witnesses.

### **Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these



services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use accrued vacation or personal leave for this purpose.

## **Family and Medical Leave**

### **Overview**

The BUUSD follows all requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). FMLA and VPFLA leaves are generally granted qualifying employees up to 12 workweeks of unpaid leave for any qualifying circumstances or condition. Intermittent leave may be granted in the event of a medical necessity. Notice of your rights under these acts is posted on buusd.org and at individual work sites, and can also be found at the BUUSD office and in each school building. A member of the Human Resources department will guide you in completing appropriate forms for the leave. BUUSD utilizes a rolling calendar for FMLA/VPFLA. This means that the one year period in which you are entitled to 12 weeks of leave begins on the first day leave is taken.

Where the protections offered under the FMLA differ from those offered under the VPFLA, the provisions with the greatest benefit to employees shall prevail.

### **FMLA-Family Medical Leave Act Leave**

#### *Eligibility*

To qualify for FMLA leave, employees must have at least 12 months of service and have worked at least 1250 hours in the 12 months immediately preceding the leave.

#### *Family and Medical Leave*

The FMLA allows eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for the serious health condition of the employee or a family member, for the birth or adoption of the employee's child, or for the placement of a foster child into the employee's care. Employees requesting leave will be asked for medical certification of the need for the leave. The Director of Human Resources, the Human Resources Specialist and the Human Resources Assistant will maintain confidentiality regarding any private health information that is shared.

#### *Military Caregiver Leave*

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a twelve-month period to care for the injured or ill service member or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

An employee may not take more than a combined 26 weeks of FMLA leave in a single 12-month period. For example, if you take six weeks of FMLA leave for your own illness or that of a family member, you may take no more than 20 weeks to care for an ill or injured service member. Where the necessity for military caregiver leave is foreseeable, you must give the BUUSD at least 30 days' notice before the commencement of the leave.

### *Qualifying (Military) Exigency Leave*

The FMLA provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) covered active duty in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

## **VPFLA - Vermont Parental and Family Leave Law**

### *Eligibility*

To qualify for VPFLA leave, employees must have 12 months of continuous service and have worked for an average of at least 30 hours per week.

### *Parental Leave*

The VPFLA allows an eligible employee to take leave during their pregnancy and following the birth of their child or within a year following the adoption of a child 16 years of age or younger.

### *Family Leave*

The VPFLA allows an eligible employee to take leave for their own serious illness or the serious illness of their child, stepchild or ward (if the child lives with them), foster child, parent, spouse, or parent of the employee's spouse.

Under Vermont law, the term "spouse" includes civil union partners, the term "parent-in-law" includes the parents of a civil union partner, and the term "stepchild" includes the child of a civil union partner.

### *Short Term Family Leave*

In addition to the 12 weeks of parental and family leave, the VPFLA allows qualified employees to take up to 4 hours in a 30-day period (not to exceed 24 hours in 12 months) to participate in your child's school activities, to accompany family members to routine medical appointments, or to tend to family medical emergencies.

## **Special School Rules for Instructional Employees**

Under the FMLA, special school rules apply to avoid disruption to the educational process from instructional employees taking leave at certain times during the academic year or for certain intervals. Instructional employees are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. If you are an instructional employee and you need to take intermittent leave or leave at the beginning or end of an academic year, Human Resources will discuss the rules with you and make an appropriate determination consistent with your rights under the FMLA and the best interest of the student(s).

## **Notice Requirements**

You must provide us with appropriate notice to take FMLA/VPFLA Leave, if you know in advance that you will need FMLA/VPFLA leave, you must notify your supervisor and the BUUSD Human Resources Department at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day).

When the need for FMLA/VPFLA leave comes up unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or Human Resources as soon as you can.

In the case of planned medical treatment, in addition to providing not less than 30 days' notice, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt operations.

### **Payment While on FMLA/VPFLA**

FMLA and VPFLA leave is unpaid. You may, however, use accrued sick, vacation, and personal days while you are on leave due to your serious health condition or the serious health condition of a family member. You may use accrued vacation and personal days while you are on leave for a reason other than illness. Utilization of accrued paid leave shall not extend the amount of leave provided. Employees shall use available sick time and other available paid time off concurrent with FMLA/VPFLA leave.

### **Continuation of Benefits While on FMLA/VPFLA**

During the 12-week FMLA and/or VPFLA leave, the BUUSD must maintain the employee's health coverage under a "group health plan" on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

In the event an employee elects not to return to work upon completion of FMLA and/or VPFLA leave, he/she may be required to repay the cost of any payments made to maintain insurance coverage. This repayment obligation will not apply when the employee does not return to work because of the continuation, recurrence or onset of the employee's own serious health condition or other circumstances beyond the employee's control.

### **Workers' Compensation Leave**

Time missed from work due to a work-related illness or injury will run concurrently with FMLA and VPFLA and will therefore count as FMLA and VPFLA leave as well as Workers Compensation leave.

## **Part 6 – Separation from the BUUSD**

Employment with the BUUSD is at-will. This means that either the employee or the BUUSD can terminate the employment relationship at will, at any time, either with or without cause or advance notice. Generally, separation is for one of the following reasons:

- **Voluntary Resignation.** If an employee wishes to terminate his or her employment, a letter of resignation is requested with a minimum of two weeks notice.
- **Involuntary Termination.** If the BUUSD terminates employment it will generally be a discharge or layoff and may be done with or without cause and with or without advance notice.

Involuntary terminations are unfortunately necessary at times in order to serve the best interests of the BUUSD. In these instances, advance notice may or may not be given depending on the circumstances surrounding the termination.



	<p>DP EE + Child(ren) EE + Family</p> <p>Eligible for Cash in lieu up to \$2,000</p>	<p>The employer pays first-dollar medical/pharmacy coverage</p> <p>\$2,200 Employee Only \$4,400 Employee + Spouse, Children, Family</p>	NE Delta H	100% Employer Share	\$50,000	20 Days/Yr. (261 only)	18 Sick Days/Yr. (100 max accum.)	<p>T</p> <p>TT</p> <p>TT</p> <p>T</p>	<p>T</p> <p>T</p>
T	<p>D old CDH plans ( 0% Employer Share) or</p> <p>EE Only EE + Spouse / EE + child ren EE + family</p> <p>Eligible for cash in lieu up to</p>	<p>The employer pays first-dollar medical/pharmacy coverage</p> <p>\$2,200 Employee Only \$4,400 Employee + Spouse, Children, Family</p>	Dental	T				<p>T</p> <p>TT</p> <p>TT</p>	<p>T</p> <p>T</p>
D  T	<p>old plans Employer Share or</p> <p>EE Only EE + Spouse / EE + child ren EE + family</p> <p>Eligible for cash in lieu up to</p>	<p>The employer pays first-dollar medical/pharmacy coverage</p> <p>\$2,200 Employee Only \$4,400 Employee + Spouse, Children, Family</p>	Dental	T				<p>T</p> <p>TT</p> <p>TT</p> <p>T</p>	<p>T</p> <p>T</p>

Hourly - 180 (+30 Average)	BC/BS VEHI Gold CDHP Plans (80% Employer Share) or Equivalent contribution	The employer pays first-dollar medical/pharmacy coverage.	NE Delta Dental  100% Employer Share of EE Only	100% Employer Share	\$25,000	None	10 Sick Days/Yr. (100 max accum.) 2 Personal Days	None	Voluntary employee paid 403b available
Permanent Substitute									
NonCon "D"	EE Only Plan  Not eligible for Cash in Lieu	\$2,200 Employee Only	(Employee option for additional coverage)						

## Appendix B

### **BARRE UNIFIED UNION SCHOOL DISTRICT # 097 CODE: B 5 POLICY 1ST READING: 5/9/2019 2ND READING: 6/13/2019 ADOPTED: 6/13/2019**

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## **PREVENTION OF EMPLOYEE HARASSMENT**

Please review the BUUSD prevention of employee harassment policy at [buusd.org](http://buusd.org)

### **Vermont Attorney General's Office**

Civil Rights Unit  
109 State Street  
Montpelier VT 05609  
Tel: 802-828-5511.

### **Equal Employment Opportunity Commission**

John F. Kennedy Federal Building  
475 Government Center  
Boston MA 02114  
Tel: 800-669-4000



# Acknowledgement of Receipt of Barre Unified Union School District Employee Handbook

I acknowledge that I have received a copy of the Barre Unified Union School District Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the BUUSD.

I also understand that the purpose of this Handbook is to inform me of the policies and procedures common to the Barre Unified Union School District and its Schools, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any BUUSD employee. I also understand that the Barre Unified Union School District and its member schools have the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

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*Signature*

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*Date*

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*Please print your full name*

Please sign and date one copy of this acknowledgement, return one to the BUUSD Human Resources Department and retain a second copy for your reference.