



Lamoille North Supervisory Union and District
96 Cricket Hill Rd
Hyde Park, VT 05655

Employee Handbook

A Guide for Non-Represented Employees

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Introduction

This Employee Handbook is a compilation of personnel policies, practices and procedures currently in effect for non-represented employees within the Lamoille North Supervisory Union (hereinafter referred to as “LNSU”) and its member school districts of Cambridge Elementary School and Lamoille North Modified Unified Union School District (including Eden Central School, Hyde Park Elementary School, Johnson Elementary School, Waterville Elementary School, Lamoille Union Middle & High Schools and Green Mountain Technology and Career Center). Unless otherwise specified, all references to “LNSU” will assume inclusion of these member school districts and the central offices of LNSU. 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.

Definitions

Active employment/ service (Inactive employment/ service)	Period of time when an employee is employed by the District that includes periods of leave with full pay, but excludes any period of unpaid or partially-paid leave, unless required by law. Conversely, “inactive employment” is a period of time when the employee’s employment has not been formally terminated, but during which the employee’s status does not meet the definition of “active employment.”
Administration or Building Administrator	The Principal, Assistant Principal, Director, Superintendent, Director of Student Services, Guidance and/or Athletic Directors, and Facilities/Operations Director.
Board or Boards	The Board(s) of Directors of any school district or of LNSU.
Continuous or uninterrupted employment/ service	A period of time beginning with the date an employee is formally hired by the District and ending with the date an employee’s employment with the District is formally terminated.
Day or Days	Any day(s) when school is in session or that is designated as a work day.
Domestic Partner	A person who is at least 21 years old and not related by birth, civil union, or marriage to the employee, with whom the employee lives and shares an exclusive domestic relationship including joint financial obligations.
He, Him, His, She, Her, Hers, They, Them, Their	Single gender pronouns may be used for the easy flow of syntax and the convenience of reading. Unless explicitly qualified as referring only to a male or female person, single gender pronouns shall also refer to the opposite gender.
Immediate Family	Sibling, Child, Parent, Grandparent, Spouse or Civil Union Partner, Grandchild, Parents of a Spouse or Civil Union Partner.
LNSU	The Lamoille North Supervisory Union.
Member of Household	Any person living permanently, or for an extended period of time in the primary residence of the employee, for whom the employee has financial responsibility or with whom the employee shares the financial responsibility for operation of the household.
Principal	The Administrator or Principal of any school.
School or School(s)	Any school in the LNSU school districts.

School Year	The portion of the calendar year that encompasses all of the regularly scheduled in-session and non-teaching work days.
Staff or Faculty Meeting	Any meeting of the staff and/or faculty that is called by an Administrator.
Superintendent	The Superintendent of LNSU or other named designee.
Supervisor	Principal, Assistant Principal, Director, Coordinator, or another Administrator or Department Head with supervisory responsibilities.

This Employee Handbook is not a contract. This Handbook does not create a contract, expressed 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-union staff with convenient explanations of present policies and practices in LNSU, and is intended to be an overview or a guideline rather than cover every matter that might arise in the workplace. Unless you have entered into an employment agreement that supersedes this document, either you or LNSU may terminate the employment relationship at any time; neither does the Handbook guarantee any prescribed process for discipline and discharge. Copies of complete policies that have been approved by the LNSU Board can be found online at lnsd.org. For additional information on benefits, you will need to refer to the LNSU Benefit Summary Plans below. Copies of the Benefit Summaries can also be found online at www.lnsd.org. In the event of a conflict between this Handbook and a Board-approved policy or Summary Plan Description, the Board-approved policy or Summary Plan Description shall govern.

No Administrator or other representative of LNSU, 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.

LNSU 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 or other appropriate means; however, such a notice is not required for changes to be effective.

Part 1 – EMPLOYMENT:

Your Employment Relationship with Us

LNSU only offers formal employment contracts to union members covered by 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 LNSU may end your employment at any time for any lawful reason. This Handbook is intended for non-represented staff.

DEFINITIONS

EMPLOYMENT VERIFICATION

The District is a public entity, accordingly basic employment information, including but not limited to position, dates of employment and salary, is a matter of public record.

The District will only respond to more detailed employment verification checks from lending and related institutions upon receipt of an authorization form signed by 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 195 days per year, but fewer than 261 days per year.

School-Year Employees: Employees who work for the school year, but less than 195 days.

Full-Time Employees: Full-year, extended-year, and school-year employees who work at least 37.5 or more hours per week.

Part-Time Employees: Full-year, extended-year and school-year employees who work less than 37.5 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 as defined by the U.S. 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. 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 LNSU.

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 LNSU.

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.

PROBATIONARY PERIOD

Definition

An employee new to the District will be considered a probationary employee by the Board for the first 260 days worked.

Equal Employment Opportunity

LNSU 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 Human Resources Coordinator. 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 LNSU'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, LNSU prohibits discrimination of any kind against people with disabilities.

Qualifying Disability Defined

An applicant or employee may have a qualifying disability if the applicant/employee (1) actually 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 LNSU/school 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 the Human Resources Department. We will ask for information from your health care 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 LNSU'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 the Human Resources Coordinator. LNSU 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 Human Resources Coordinator.

Hours of Work

The work week is generally from Monday through Friday, but can vary depending on your location, position, and need to be present when school is in session. Some 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

LNSU will provide overtime compensation (as defined by the U.S. Department of Labor) to non-exempt employees (see "Employment Classifications" in Part 1 for clarification of non-exempt) for hours worked in excess of forty (40) per week (Sunday - Saturday), in accordance with Federal and State labor law for municipalities. Overtime hours require prior approval.

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 a Request for Leave form or appropriate software so that it may be approved by the designated administrator. If your absence is unexpected, you must contact your immediate supervisor and complete a Request for Leave form at your earliest convenience. In the event your immediate supervisor is unavailable, you must speak with an administrator, or leave a voicemail providing a number where you may be reached if necessary. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

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

Some, but not all, absences are compensated under your school's leave and benefits policies described in Part 5: *Holidays, Vacation and Other Leave*.

Inclement Weather

It is your responsibility to clarify ahead of time whether you are expected to report to work as usual when schools are closed due to inclement weather. Use your best judgment 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 work site for a full or partial day, you will be required to use one of the following: work from home with prior approval from your supervisor, or the absence will be charged to (1) personal time, (2) vacation time, or (3) unpaid time off.

If your work site is 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/sick time, (2) vacation time, or (3) unpaid time off. Unpaid leave is only available when other leave time is unavailable. Unpaid leave must be approved by an Administrator. 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 when traveling to and from work.

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 an adding machine, phones, personal computer, printer and access to central computers and servers. This equipment is the property of LNSU and can only be removed from the 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 LNSU 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 LNSU'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 LNSU. As such, any communications and individual connections on these systems, whether personal or business-related, may be monitored and reviewed by LNSU 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. Employees are expected to err on the side of caution when accessing material.

You must respect and comply with copyright laws and intellectual property rights of both LNSU/schools 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 LNSU.

Violation of this Policy

In all circumstances, use of internet access, email and phone systems must be consistent with the law and LNSU 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

LNSU maintains employment records in compliance with all legal requirements for confidentiality and privacy. An employee file is maintained for each employee including documents such as, but not necessarily limited to, 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 LNSU maintain accurate personnel records at all times. You are responsible for notifying the Human Resources Department, and in some cases the Finance Department for payroll purposes, 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

No employee may solicit other employees or students during his/her working time. No employee may distribute any written materials in LNSU buildings or on the premises without permission from the Superintendent of Schools

Tobacco – Please read our Tobacco Prohibition Policy

[Tobacco Prohibition Policy](#)

In accordance with State law and LNSU's tobacco policy, smoking is strictly prohibited on all LNSU grounds and at LNSU/school sponsored activities. LNSU grounds means any property or facility owned or leased by LNSU or the schools and used any time for business or school-related activities, including but not limited to, administrative building(s), school buildings, school buses, school vehicles, areas adjacent to school buildings, athletic fields and parking lots. LNSU/school sponsored activities mean activities including, but not limited to, field trips, graduation events, sporting events, dances and in-service gatherings.

Drug-Free Workplace – Please read our Alcohol and Drug-Free Workplace Policy

[Drug and Alcohol Free Workplace Policy](#)

LNSU takes the problem of drug and alcohol abuse seriously. LNSU is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees; subjects all employees, students and visitors to our facilities to unacceptable safety risks; and undermines our ability to operate effectively and efficiently. Employees may not engage in any substance use while on school grounds or at school-sponsored activities, or at any time or any place during work hours.

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. LNSU recognizes alcohol and drug abuse as potential health, safety and security problems. LNSU expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances.

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 LNSU premises or at any time or any place during working hours. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Workplace Safety – Please read our School Safety Policy

[District Safety Policy](#)

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 LNSU'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 your immediate supervisor. If your supervisor is unavailable, you must notify a member of the administrative team which includes Grounds, School Principal, Human Resources Department staff or the head of the department where the incident occurred or safety concern was identified.

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

Travel Please read our Travel Reimbursement Policy

[Travel Reimbursement Policy](#)

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 **[School Transportation](#)** must be submitted and approved by the appropriate administrative office (i.e., the School Main Office, Transportation Department, Central Office) before an employee or volunteer will be allowed to transport students in their personal vehicle.

Workplace Harassment – Please read our Unlawful Harassment Policy

[Employee Unlawful Harassment Policy](#)

LNSU 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. Please read our Employee Unlawful 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.

Penalties for Violation of Harassment Policy

If it is determined that inappropriate conduct has occurred, LNSU 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 LNSU 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 Friday. 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

LNSU will withhold from your paycheck all amounts required by law as well as your benefit contribution amounts as may be necessary.

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.

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, any improvement in performance, goal setting and self-reflection.

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 LNSU, 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 LNSU website (lnsd.org). The administration reserves 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 the administrative team.

Part 4 – BENEFITS:

General

This section briefly describes the fringe benefits provided by LNSU and information on your eligibility. Additional details regarding each benefit plan are contained in the Summary Plan Descriptions (SPDs) and LNSU Benefit Summary Plans and Coverage, which are available for review on the LNSU website (lnsd.org) 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 LNSU'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 LNSU Benefit Summary Plans for your eligibility:

- Health Insurance
- Dental Insurance
- Life and Long-Term Disability Insurance
- Workers Compensation Insurance
- Flexible Health Savings, Health Reimbursement and Health Savings Accounts
- Dependent Care Plan
- 403(b) and 457 Retirement Plans
- Paid Time Off (see Part 5: *Vacations, Holidays and Other Leaves*)

Waiting Period

Full-time employees are eligible to participate in the various insurance programs offered by LNSU 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). Please contact the LNSU Benefits Specialist for more information and/or to enroll. Cash in lieu of coverage shall be \$2,500, subject to change and distributed in equal quarterly payments.

Employee Contributions

LNSU'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 LNSU.

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 or in the event of a major life change (a qualifying event, see Special 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

Summary Plan

A "qualifying event," such as certain life status changes – marriage, birth or adoption of a child, 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 LNSU to provide employees, spouses and dependent children the right to continue group health benefits, at the employee's expense,

should the employee otherwise become ineligible for participation (i.e., termination of employment). Employees ordinarily may continue their health coverage for up to 18 months under the COBRA continuation of benefits law.

Part 5 - VACATION, HOLIDAYS AND OTHER LEAVES:

LNSU Benefit Summary Plans as follows:

[Non-Represented Support Staff](#)

[Non-Represented Extended-Year Exempt Staff](#)

[Non-Represented Full-Year Exempt Staff](#)

[Non-Represented OT & PT](#)

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 and Extended-Year employees earn vacation time as detailed in the LNSU Benefit Summary Plans provided above. Eligibility is determined by the employee's most recent period of continuous full-time employment. Part-time employees may earn vacation on a pro-rata basis.

LNSU has a strict no carry-over procedure. Vacation and personal leave days must be used within the fiscal year they were earned. You will not be compensated for any earned vacation or personal 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 Leave

Employees will submit vacation plans for approval to their immediate supervisor. Vacation days are approved based on the needs of the department. In the event of a conflict in vacation requests, the supervisor, or the Superintendent, will consider the departmental staffing needs during the relevant period, as well as the length of service of the employee(s) 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.

Personal Leave

Use of personal leave may be granted at the discretion of the supervisor. Employees will submit personal leave plans for approval to their immediate supervisor. Please refer to the LNSU Benefit Summary 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 leave will be prorated for part-time employees.

Sick Leave

Full-time employees accrue sick leave as detailed in the LNSU Benefit Summary Plan. 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, parent or parent-in-law for up to five (5) days. In some circumstances, sick

time will run concurrently with Family and Medical Leave (see Family and Medical Leave section below). Sick leave for regular part-time employees is pro-rated.

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, LNSU reserves the right to require appropriate medical documentation.

Sick leave can carry forward at the rate provided in the LNSU Benefit Summary Plan.

Holidays

LNSU 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 calendar. Please refer to the LNSU Benefit Summary Plan.

If a holiday falls on a Saturday, the office will most likely be closed on Friday. If a holiday falls on a Sunday, the office will most likely be closed on Monday. **If a holiday falls on a school day, each employee working may be granted a “floating holiday” to be taken within the current school year. Arrangements to “float” a holiday must be made with your direct supervisor in advance of the subject holiday.**

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. LNSU 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 two weeks prior to the event to your direct supervisor. Employees will be permitted to use accrued vacation or personal time.

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, parent-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. In the event of the death of a Spouse or child, bereavement leave shall be ten (10) days.

Civic Duty Leave

To be approved by the Superintendent or named designee.

Jury Duty

LNSU 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.

LNSU will compensate you at your regular daily rate. No payment will be received through the court. If payment is received through the court, you will give said payment to the school.

Appearance as a Witness

An employee called to appear as a witness for matters not related to their employment at LNSU will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation or personal time when appearing as such a witness.

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.

Town Meeting Day Leave

Currently, all schools and offices in LNSU are closed on Town Meeting Day; however, in the event that school is in session, or offices are open on Town Meeting day, employees who are elected public officials who have responsibilities in their elected capacity on Town Meeting Day will be granted paid leave that day by the Board. If school is in session on Town Meeting Day, employees who reside in towns where in order to exercise their voting rights they must be present at Town Meeting will be granted paid leave for that day by the Board. Employees must notify their principal by February 15th annually of their intent to use this leave and must state why they qualify for the leave.

Family and Medical Leave

Overview

LNSU 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 generally grant qualifying employees up to 12 work weeks of unpaid leave for any qualifying circumstance or condition. Intermittent leave may be granted in the event of a medical necessity. Notice of your rights under these acts is posted at individual work sites and can also be found at the LNSU office and in each school building. The Human Resources Benefit Specialist will guide you in completing appropriate forms for FMLA/VPFLA leave. LNSU 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

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 Human Resources Coordinator 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 line of duty on active duty) that may render the service member 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 LNSU 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 in the 12 months preceding the commencement of such leave.

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 four (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.

Notice Requirements

To take FMLA/VPFLA Leave, you must provide us with appropriate notice. If you know in advance that you will need FMLA/VPFLA leave, you must notify your supervisor and the LNSU 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 the Human Resources Department 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 to minimize the disruptions to the department's work schedule.

Payment While on FMLA/VPFLA

FMLA and VPFLA leave is unpaid. You may, however, use accrued sick, vacation, and personal leave 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 leave while you are on leave for a reason other than illness. Utilization of accrued paid leave shall not extend the amount of FMLA/VPFLA leave provided. Use of available sick time and other available paid time off will run concurrently with FMLA/VPFLA leave.

Continuation of Benefits While on FMLA/VPFLA

During the 12-week FMLA and/or VPFLA leave, LNSU 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, the employee may be required to repay the cost of any payments made by LNSU/the school district 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

If you become ill or get hurt while at work, you must notify your supervisor, the School Nurse or the Human Resources Department immediately. A First Report of Injury must be reported within

72 hours of the injury or illness. Failure to do so may result in a loss of benefits under the State's Workers' Compensation law.

Unpaid Leaves of Absence

Any unpaid leave time must be approved in advance. Such leave shall be at the sole discretion of the Superintendent or designee, and will be considered on a case-by-case basis.

The Superintendent or designee may grant an unpaid leave of absence for up to fifteen (15) days. A leave of absence request for more than 15 days without pay and up to one year must be approved by the Board.

For a leave of absence granted for a full academic year, the employee shall notify the Superintendent or designee in writing by March 1st of the year of the employee's leave, whether or not the employee wishes to return to LNSU. Failure to notify the Superintendent or designee of said intent to return shall have the same effect as though the employee had indicated they did not wish to return.

LNSU will attempt to restore an employee returning from approved leave to either their position or to a substantially equal position, but placement will be at the sole discretion of LNSU; however, LNSU is unable to provide any guarantee or assurance of position restoration as noted above.

Unless otherwise required by law, an employee on an unpaid leave of absence will be responsible to pay the full cost of continuing in any group insurance benefit program, beginning from the first day of the month following the grant of the unpaid leave. To maintain coverage, an employee's payment must be received in accordance with the schedule determined by the Superintendent or designee. Eligible employees will be allowed to continue in the insurance programs, subject to the regulations of the carrier.

Leave benefits associated with length of service will be restored, upon return to employment, at the same accumulation rate the employee was on at the time the leave commenced.

Part 6 - DISCIPLINARY:

Disciplinary

The Board agrees that when serious problems involving job performance or conduct occur, employees should be treated with respect, in a fair and consistent manner, and in accordance with recognized principles of due process. In making a commitment to these principles for handling employee performance or conduct problems, the Board reserves the right to modify, interpret, and adapt the general guidelines as deemed appropriate to specific situations.

The Board recognizes that reasonable and generally-recognized standards for job performance and conduct must be maintained in any work setting, and that such standards are for the most part demonstrated regularly by individual employees without any need for specific action by the immediate supervisor. However, when an employee does not demonstrate recognized job standards, the immediate supervisor is responsible for taking appropriate steps to correct the problem.

The Board also agrees that the first principle underlying management's efforts to deal with employee job performance or conduct problems should be correction, not punishment, and that there are varying degrees of unsatisfactory job performance and conduct, which may require different corrective or disciplinary measures. In most instances, formal action will be taken only after the immediate supervisor has met with the employee to discuss the problems and has made a good faith effort to resolve it informally. Should the immediate supervisor believe a

performance or conduct problem requires the initiation of a structured corrective action process, the next level supervisor, usually the principal (or Superintendent) will be consulted regarding the best way to handle the problem.

Part 7 - TERMINATION OF EMPLOYMENT:

Separation from LNSU

Employment with LNSU is at-will for personnel governed by this employee handbook. This means that either the employee or LNSU 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 their employment, a letter of resignation is requested with a minimum of two weeks' notice.
- **Involuntary Termination.** If LNSU terminates employment, it will generally be a discharge or layoff and may be done with or without cause and with or without advance notice. Notice will be provided whenever possible.

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

Termination of Benefits

The Human Resources Department will make every effort to conduct exit interviews when employment ends, whether voluntary or involuntary. You may schedule an exit interview with the Human Resources Department. You will receive preliminary information at the time regarding continuation of benefits coverage through COBRA, and any other continuation of benefits for which you may be eligible; otherwise, you will receive the information through mail and/or email.

Return of LNSU Property

Should a termination of employment occur, either voluntary or involuntary, the employee must return all LNSU-owned property, including equipment (for example: keys, tablet/computer, phone, tools, etc.) and manuals. Employees are responsible for all unreturned LNSU property.

Final Paycheck

LNSU will issue a final paycheck on the last regular pay day, or within 72 hours in the event of an immediate discharge.

Unused sick days and unused floating holidays are not paid upon termination.

Unless otherwise required by law, payment for accrued, but unused, vacation will only be made in the following circumstances:

- Voluntary resignation with at least two weeks' notice
- Reduction in Force (layoff) without an expected date of recall

APPENDIX A

Staff Directory

Superintendent:	(802) 851-1171
Assistant to the Superintendent:	(802) 851-1174
Business Manager:	(802) 851-1161
Finance Coordinator:	(802) 851-1163
Finance - LNSU	(802) 851-1162
Finance - MUUSD	(802) 851-1165
Finance - CES	(802) 851-1166
Human Resources Coordinator:	(802) 851-1173
HR Specialist	(802) 851-1177
Benefits Specialist	(802) 851-1172
HR & Administrative Assistant	(802) 851-1179
Director of Communications / Public Info:	(802) 851-1588
Director of Curriculum:	(802) 851-1176
Director of Early Education:	(802) 851-1513
Director of Facilities:	(802) 851-1587
Director of IT:	(802) 851-1514
Director of Student Data:	(802) 851-1508
Director of Student Services:	(802) 851-1178
Director of 21st Century:	(802) 851-1175
Director of Transportation:	(802) 851-1164
Cambridge Elementary School	(802) 521-5600
Eden Central School	(802) 521-5500
Hyde Park Elementary School	(802) 521-5400
Johnson Elementary School	(802) 888-6730
Waterville Elementary School	(802) 521-5550
Lamoille Union Middle Level	(802) 851-1300
Lamoille Union High School	(802) 851-1200
GMTCC	(802) 888-4447

APPENDIX B

Vermont Attorney General's Office	(800) 745-9195
Civil Rights Unit	
109 State Street	
Montpelier, VT 05609	
Equal Employment Opportunity Commission	(800) 669-4000
EEOC Headquarters	
131 M Street, NE	
Washington, DC 20507	
Vermont Department of Labor	(802) 828-4000
PO Box 488	
Montpelier, VT 05601-0488	

Acknowledgement of Receipt of Lamoille North Supervisory Union Employee Handbook

I acknowledge that I have received a copy of the Lamoille North Supervisory Union 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 Lamoille North Supervisory Union and its member schools.

I also understand that the purpose of this Handbook is to inform me of the policies and procedures common to Lamoille North Supervisory Union and its member schools, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Lamoille North Supervisory Union employee. I also understand that the Lamoille North Supervisory Union 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.

Signature

Date

Please print your full name

Please sign and date one copy of this notice and return it to the Human Resources Department. Retain a second copy for your reference.