

Personnel Guidelines for Non Union Employees

St. Albans City School District (SACS), St. Albans Town School District (SATEC), Fairfield School District (FCS), Bellows Free Academy UHSD #48/NWTC Board (BFA/NWTC), and Franklin Central Supervisory Union Board(FCSU)

Adopted 6/8/16

I. INTRODUCTION

These guidelines provide a general overview of the salary, benefits, and policies provided to the non-union employees of SACS, SATEC, FCS, BFA/NWTC, and FCSU. The contents of these guidelines are presented as information only. The language used in these guidelines is not intended to create, nor is it construed to constitute, a contract between any Employer and any one or all of its non-union employees. The Employer reserves the right to add to, change, or discontinue any aspect of its salary and benefits program, policies, or procedures in whole or in part, at any time, with or without notice.

As to the positions covered by these guidelines, the Employers are “at will” employers. This at-will relationship can only be changed in writing, by a document signed by the employee and the Employer.

Each non-union employee will be provided a copy of these guidelines. The acknowledgment of receipt and understanding of these guidelines (attached to these guidelines) must be signed by the employee.

FCSU and its member school districts employ several types of employees. Some are located in the FCSU Central Office, some are located in a single building, some have shared duties among several sites, and others may receive their funding from a grant.

Each employee considered and approved for the FCSU/member district payroll shall be classified and may be subject to the terms of these guidelines in one of the following categories:

1. **School Year staff:** Full-time staff are employed for school days for between 175 days and 187 days and work a minimum of 32.5 hours per week. Part-time employees who work a minimum of 16 hours per week are entitled to pro-rated benefits as described herein.
2. **Extended school-year staff:** Full-time staff are employed for more than 187 days but fewer than 261 days per year and work a minimum of 37.5 hours per week. Part-time employees who work a minimum of 20 hours per week are entitled to pro-rated benefits as described herein.
3. **Full year staff:** Full-time staff are employed for 261 days per year and work a minimum of 37.5 hours per week. Part-time employees who work a minimum of 20 hours per week are entitled to pro-rated benefits as described herein.
4. **Other:** Employees being paid by grants and/or outside the FCSU/member district budget will be paid in a manner as consistent as possible with these guidelines, considering the conditions and availability of funds as determined by the funding source(s). If the employee is eligible for benefits, they will be so notified in his/her letter of employment. Where benefits differ from these guidelines, specific details shall be outlined in the letter of employment.

II. EMPLOYMENT TERMINATION/RESIGNATION

Non-union employees are “at-will”. Either the non-union employee or the Employer may terminate employment for any reason or no reason. In the interest of providing consistency in service, it is requested that the employee provide a written letter of resignation with fourteen (14) calendar days’ notice to the Superintendent.

III. WORKING CONDITIONS

Year: The term “per year” shall refer to the fiscal year from July 1 to June 30 for full-year full time employees, unless otherwise identified (i.e. grant funded positions.) “Per Year” for a school year, full-time employee refers to the student attendance days plus any in-service days that the employee is required to attend. “Per Year” for extended school year employees refers to student days, holidays, plus additional days of required attendance beyond student and in-service days (more than 187 days but fewer than 261 days).

Work Schedule: The normal workweek shall be Monday through Friday. The Superintendent shall establish the normal workday with input from the employee’s supervisor.

Employees are expected to work on days when schools are closed to students for any reason unless the Superintendent/ Designee officially close the building. If the building is not officially closed, personnel who do not report to work must either use earned time off (i.e. personal time, vacation day, floating holiday, or compensation time) or request unpaid time.

Approved time away from work, such as for lunch or breaks, will be unpaid.

Evaluations: New employees shall be apprised of the nature of the evaluation procedures upon hiring. Evaluations will be based on the employee’s job description and the responsibilities assigned. A written copy of each evaluation will be given to the employee who will then have the right to discuss it with his/her supervisor and to provide a written response, prior to its being placed in the employee’s personnel file.

Personnel File: An employee shall have the right to review the contents of his/her personnel file, excluding references, in the presence of the Superintendent’s Administrative Assistant (assigned the task of keeping those records) or a designee. If the employee believes that any material contained in his/her personnel file is inappropriate, he/she may request its removal, but the decision of the Superintendent shall be final.

IV. COMPENSATION

Timesheets: All hourly employees will submit bi-weekly timesheets that document actual time worked for that period.

Wages: All wages shall be compensated consistent with Fair Labor Standards Act (FLSA) guidelines for exempt and non-exempt jobs and as approved by the Employer during the budget process. Any wage increase will take effect on July 1 of the following year. The Employer, as recommended by the Superintendent, can approve individual adjustments.

Overtime: Overtime hours (beyond 40 hours worked per week for hourly employees) or work on holidays (when the non-exempt employee is asked to work) shall be compensated where applicable at a rate of 150% of the hourly rate. The employee's immediate supervisor must approve overtime hours in advance.

Compensatory Time: The employer may choose to offer compensatory time in lieu of overtime. If approved by his/her employer, an employee may choose to accumulate time off ("Comp" time) instead of accepting overtime pay if the employee has notified his/her supervisor and the payroll department in writing, prior to payroll processing, that he/she wishes to take "Comp" time in lieu of cash. A maximum of 40 overtime hours may be accumulated as "Comp" time during the year. Should an employee accumulate overtime hours beyond 40 hours at any point in the year, the time beyond 40 hours must be taken as "pay" at the overtime rate (150% of the hourly rate.) "Comp" time must be used or paid out at the end of each year or prior to leaving employment and cannot be rolled over to any subsequent employment year. "Comp" time is earned at time and a half (150%) and in lieu of overtime payment; it shall accumulate and be used at the time and a half rate.

Pay Period: Employees shall be paid bi-weekly. Pay will be direct deposited to employee accounts on the Thursday after the Saturday that ends the bi-weekly period covered by that paycheck. When a scheduled Thursday payday falls on a holiday, the employee shall receive their pay on the banking day previous to the holiday.

Merit Bonus: Employees may be paid a merit bonus at the discretion of their Employer, with Board approval.

Deductions from Salary: The Employer agrees to deduct from an employee's salary, and submit on behalf of the employee, usual and customary taxes, and legally obligated withholdings. Voluntary deductions, mutually agreed upon by both the employer and employee, will also be deducted. Requests for voluntary payroll deductions shall be in writing and the same deductions shall continue from year to year as long as the employee remains at FCSU/member district, unless the payroll department is notified in writing of changes.

The Employer agrees to deduct from employees' salaries the insurance premium share and optional plan premium payments in equal installments whenever possible.

V. BENEFITS

Benefit Eligibility: All employees are subject to the rules/regulations of the insurance carriers. Benefits and leaves are adjusted should an employee resign or be terminated, and wages will be adjusted accordingly in final paycheck(s). All employee benefits are subject to pro-ration based on the FTE (full-time equivalent) and start date.

Waiting Period: All new hires will be subject to a sixty (60) day waiting period for district provided insurance benefits and for election of pre-tax deductions.

Full Year employees: In the first year of employment, benefits are prorated based on an employee's date of hire and FTE status. Eligible full year employees who work a minimum of 20 hours per week and/or 1044 hours per year will be entitled, on a pro-rated basis, to Health Insurance, Long Term Disability (LTD) coverage, participation in a Section 125 plan, time off (sick, personal/emergency, holiday, vacation, and bereavement), and professional development opportunities. Coverage and premium costs will be on a pro-rata basis considering the employee's scheduled work year. All insurance benefits are subject to the rules and regulations of the insurance carriers.

School Year and Extended School Year employees: School year/extended school year employees who work a minimum of 16 hours per week and/or 576 hours per year will be entitled, on a pro-rated basis, to Health Insurance, Long Term Disability (LTD) coverage, participation in a Section 125 plan, time off (sick, personal/emergency, and bereavement), and professional development opportunities. Extended school year employees may be eligible for holidays (see chart), pro-rated based on date of hire and FTE status. Coverage and premium costs will be on a pro-rata basis considering the employee's scheduled work year. All insurance benefits are subject to the rules and regulations of the insurance carriers.

Fully Grant Funded employees: Fully grant funded employees are subject to the grant specifications and the non-union guidelines that apply (i.e. full year or school year/extended school year guidelines).

Insurances: All insurance benefits shall refer to group plan coverage (subject to the rules and regulations of the insurance carrier) offered by FCSU or its member districts to its employees as follows:

Health Insurance: The Employer agrees to provide VEHI health insurance plans (single, two-person, or family). The employee shall contribute 20% of the base plan premium share as annually determined by the Employer. No cash option is available.

Dental Insurance: The Employer will pay 100% of the premium cost for a single plan, and a payment of \$600 towards the cost of the family coverage for eligible **full-time** employees. The employee shall pay the remainder of the premium cost for the Dental Insurance Plan via payroll deduction. No cash option is available.

Life Insurance: The Employer will bear the full cost of the premium for term life insurance with the face amount of \$30,000 **for full-time employees**.

Cash Option: No cash option (cash in lieu of health insurance coverage) is available.

Long Term Disability (LTD) Insurance: The Employer shall offer full-time and part-time employees, who are eligible for health insurance, a long-term disability insurance benefit that shall provide coverage beginning with the 60th calendar day of disability. The insurance premiums are to be deducted from the employee's wages in equal installments over the school year. On or before the last payroll in June of each year, the employee will be reimbursed for the cost of the premiums. The amount of the reimbursement check shall be equal to the premiums paid.

Once an employee starts receiving long-term disability benefits pursuant to this section, the Employer will not be responsible for contributing toward the premium costs of health insurance and other insurance provided by these guidelines and the individual will no longer be considered an employee of the FCSU or its member districts.

Section 125 Plan: The Employer shall establish a Section 125 plan and pay any fees necessary to maintain the account. Employees may utilize this plan for qualified insurance premiums, covered medical expenses, dependent childcare expenses, and/or any other allowable expenses under this tax code.

Mileage Reimbursement: Subject to supervisor's approval, mileage for work-related travel shall be reimbursed to the employee at the current IRS rate. Traffic and parking violation fines shall not be a reimbursable expense.

Retirement: All presently eligible employees (i.e. FCSU, FF, SATEC employees) shall participate in the Vermont Municipal Employee's Retirement System in accordance with its rules and regulations. Employees who participated in any other retirement plan in Fiscal Year 2016 are eligible to continue to participate in that plan during FY 2017.

Professional Development: The Employer will provide tuition and registration costs at the discretion of the Principal or Administrator who supervises and evaluates the employee. The employee may also be required to attend other job related training and/or workshop at FCSU/district expense as deemed necessary by their supervisor and if funds are available.

VI. LEAVES

Sick Leave: Each eligible employee shall be entitled to either ten (10) or fifteen (15) paid days per year (see chart) with the unused portion thereof accumulative from year to year to a maximum of sixty (60) days, including the current year. Any employees with accrued sick leave above 60 days as of June 30, 2016 shall be allowed to retain accumulated sick days, but no additional days will be accumulated until their total falls below sixty (60) days.

Medical verification is required for absences beyond three (3) days and/or may be required for any sick time taken, at the Superintendent's discretion. If any part of the attending physician's fees are not covered by insurance, the Employer shall pay the difference.

Family Sick Leave: Employee's shall be permitted to use ten (10) paid days per year of their accumulated sick leave credit for illness of a member(s) of the employee's immediate family as defined as: spouse, children, stepchildren, foster children, parents, stepparents, grandparents, in-laws, siblings, (and any other similar family members mentioned above due to a civil union), or a resident member of the employee's household.

Emergency/Personal Leave: Four (4) paid days per year for school year/extended school year full-time employees and five (5) paid days per year for full year full-time employees may be granted by the Superintendent to conduct personal business, which cannot be conducted outside of school or work

hours. Forty-eight (48) hours' notice is required to an administrator, except in extenuating circumstances as shared by the employee and approved by an administrator. Personal leave cannot be used to extend a holiday or school break.

Bereavement: Up to five (5) paid days leave may be taken each year for death in the immediate family or household. Immediate family shall be defined as: spouse, children, stepchildren, foster children, parents, stepparents, grandparents, in-laws, siblings (and any other similar family members mentioned above due to a civil union), or a resident member of the employee's household.

Family/Medical Leave (FMLA) and Vermont Parental and Family Leave Act (VPFLA):

The Employer shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("VPFLA.") Leave pursuant to each of these acts shall be provided according to the Employer's policies and practices. An employee who intends to be absent or is absent from work for longer than three (3) days for a reason potentially eligible for FMLA shall notify the Superintendent in writing no later than thirty (30) days prior to their absence, or in the case of emergency, as soon as possible.

Unpaid Leave: An employee may request an unpaid leave. Unpaid leave for up to ten (10) days without pay may be granted by the employer. Unpaid leave, requested in writing by an employee, for up to one (1) year without pay may be granted at the discretion of and with the prior approval of the FCSU/member district Board. An eligible employee on unpaid leave may have health insurance coverage in the plan if he/she pays the full premium in monthly installments as they are due, subject to carrier conditions.

Jury Duty: An employee called for jury duty shall be excused from work as required by the court.

Military Duty: An employee shall be allowed paid leave for temporary military duty, up to ten (10) days. An employee shall make a reasonable attempt to schedule such duty at times when the schools are not in session.

Professional Leave: Paid leave may be granted at the discretion of the employee's supervisor for the purposes of attending meetings or conferences and workshops of a job related nature. The scheduling of these days shall be at the discretion of the employee's supervisor.

Holidays: See Chart.

Vacation: See Chart

The vacation year is through June 30. Up to 10 days may be carried forward to the next fiscal year with written approval from the Superintendent/Administrator and must be taken prior to December 31 and/or prior to termination. Any employees with vacation leave above the days listed in the chart as of June 30, 2016 shall be allowed to retain that number of vacation leave days, but no additional days will be accumulated until their leave total aligns with that listed in the chart.

Non Union Leave Benefits

LEAVE BENEFIT	EMPLOYEE CATEGORY	DESCRIPTION
Professional Leave	School Year/Extended School Year	Professional leave is available at the discretion of the Principal or designated administrator/supervisor
	Full Year	
	Grant Funded (if applicable)	
Personal/Emergency Leave	School Year/Extended School Year	4 days
	Full Year	5 days
	Grant Funded (if applicable)	see above-as provided by the Grant
Bereavement Leave	School Year/Extended School Year	5 days per year
	Full Year	
	Grant Funded (if applicable)	see above-as provided by the Grant
Jury Duty	School Year/Extended School Year	Paid
	Full Year	
	Grant Funded (if applicable)	see above-as provided by the Grant
Military Leave	School Year/Extended School Year	Paid for up to 10 days
	Full Year	
	Grant Funded (if applicable)	
Unpaid Leave	School Year/Extended School Year	Up to 10 days at the discretion of the Administrator. Up to one (1) year at the discretion of the board
	Full Year	
	Grant Funded (if applicable)	
Child Rearing Leave	School Year/Extended School Year	FMLA/VPLA leave as provided by state and federal laws
	Full Year	
	Grant Funded (if applicable)	
Lunch	School Year/Extended School Year	Unpaid
	Full Year	
	Grant Funded (if applicable)	
School Closings	School Year/Extended School Year	Employee is expected to report to work unless specifically contacted by Superintendent or his/her designee; may use leave time
	Full Year	
	Grant Funded (if applicable)	
Paid Holidays	School Year	NONE
	Extended School Year	6 Holidays: Labor Day, Thanksgiving, Christmas, New Years, Town Meeting Day, Memorial Day
	Full Year	Extended School Year list plus Independence Day and day after Thanksgiving and 4 Holidays/Floaters: Columbus Day, Veterans Day, MLK Day, President's Day.
	Grant Funded (if applicable)	see above-as provided by the Grant
Sick Leave	School Year	10 days per year; Maximum 60 (CTO at FCS combines sick/personal)
	Extended School Year	
	Full Year	15 Days per year; Maximum 60 (CTO at FCS combines sick/personal)
	Grant Funded (if applicable)	see above-as provided by the Grant
Family Sick Leave	School Year	Employees shall be permitted to use ten (10) paid days per year of their accumulated sick leave credit for illness of a member(s) of the employee's immediate family. See definition in Guidelines.
	Extended School Year	
	Full Year	
	Grant Funded (if applicable)	see above-as provided by the Grant
Vacation Days (Full Yr Staff only)	School Year/Extended School Year	not applicable
	Full Year	1-5 years: 10 days (pro-rated 1st yr) 6-10 yrs: add 1 day each yr to max 15 11-15 yrs: add 1 day each yr to max 20
	Grant Funded (if applicable)	see above-as provided by the Grant
Compensatory Time	School Year/Extended School Year	Maximum of 40 hours
	Full Year	
	Grant Funded (if applicable)	

Non-Union Insurance and non-leave Benefits		
Benefit	FY17 Proposal	DESCRIPTION
Employee Health insurance	20%	FY17: 20% premium share (pre-tax for Single, 2 person, or Family coverage)
Health Cash Option	NONE	No cash-in-lieu payment available
Dental Insurance	Employer pays full single, \$600 toward family plan	Full-time employees only
125 Plan	Status Quo	Provides Flex Spending Accounts and Pre-tax premiums to employees. Employer absorbs plan fees.
Life Insurance	30K	As of 07/01/16, Term Life Insurance provided by employer
Long Term Disability	Employer Pays	Biweekly Payroll Deduction that is reimbursed annually so any benefit is post tax
VT State Retirement	Status Quo FY '17	FFCS = Plan A, FCSU,SATEC = Plan B. SACS, BFA/NWTC not offered
Professional Development	Discretion of Administrator	Dollar amount and/or number of credits per individual at the discretion of the Principal/administrator
Merit Bonus	Status Quo FY'17	At the discretion of the Board
Waiting Period	60 days	Newly hired employees are eligible for insurance coverage on the first day of the month following sixty (60) days of employment
Empower Retirement	Status Quo Fy '17	Employee option to contribute to 403B or 457 plans