

COMPREHENSIVE
PERSONNEL POLICY MANUAL
THE
BURLINGTON
SCHOOL DISTRICT

Burlington School District Personnel Policy Manual

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SECTION 1

PURPOSE AND POLICY

1.1 PHILOSOPHY

The mission of the Burlington School District (District) is to provide the highest quality educational services possible. Employees are valued members of the team that provides these services. The District is committed to initiating, promoting, and maintaining fair and equitable personnel policies for all District employees, and to do so in accordance with all applicable Federal and State laws and regulations.

The District's Personnel Policies will reflect the belief that its workforce is made up of considerate, highly motivated and committed employees who strive to meet the District's goals of providing high-quality educational services.

1.2 PURPOSE

The purpose of this Personnel Policy Manual is to combine in one place the personnel policies and benefits applicable to District employees, with the exception of those employees covered under a collective bargaining unit or other Labor organization.

Any development, change or revision of Personnel Policies within the District are subject to the approval of the Burlington School Board (Board).

An effort has been made to make this Manual both easy to read and understand. For more information regarding a particular benefit or policy, an employee may contact his/her District Administrator, supervisor or the Human Resources Department. (See Sections 3.4) This Manual constitutes neither a contract of employment, nor a promise of job security or job permanence.

Each employee is expected to make himself/herself fully familiar with the policies contained in this Manual as soon as possible after hire and to maintain awareness of any policy changes occurring after the effective date of this Manual.

The District regards all personnel as public employees who are to be governed by high ideals of honor and integrity in all professional conduct so as to merit the trust and confidence of the general public and co-workers.

In the event of a conflict between these policies, as amended, and any other written or oral communication, these Policies shall be controlling. These policies shall be deemed superseded by any conflicting applicable Federal or State Statute or regulations or applicable provisions by the City Charter.

1.3 PROCEDURE FOR CHANGE OR REVIEW

Proposed revisions to the current Personnel Policy and/or proposed policy developments may be initiated by any management or non-management employee, or any committee thereof.

1.4 SAVINGS CLAUSE

If any provision of this Personnel Policy is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes of the State of Vermont and/or United States of America, all other provisions shall remain in full force and effect until a substitute provision can be adopted.

SECTION 2

EQUAL EMPLOYMENT OPPORTUNITY & NONDISCRIMINATION

2.1 PHILOSOPHY

The Burlington School District is committed to establishing a harmonious workplace where all employees can work to their fullest potential, in an atmosphere of mutual respect.

2.2 POLICY

Please see Board Policy ACAD and ACAG, Appendix A-1 and A-2

SECTION 3

BURLINGTON SCHOOL DISTRICT: ORGANIZATION AND RESPONSIBILITIES

3.1 BURLINGTON SCHOOL DISTRICT ORGANIZATIONAL OVERVIEW

The Burlington School District serves 3500 students throughout the seven (7) city wards. The Superintendent and the 14 members of the Board, each Board member elected to two-year terms, are responsible for the education policies, management of property and financial affairs, employment of appropriate staff and all other aspects of sound administration of the District as described by the State and City Charter

3.2 SUPERINTENDENT

It is the Superintendent's responsibility to work with the Board in setting strategic direction for the policies of the District. The Superintendent is responsible for ensuring that the missions of District are achieved and that the efficient delivery of educational services is accomplished.

3.3 HUMAN RESOURCES DIRECTOR

The Human Resources Director is recommended by the Superintendent and hired by the Board. The duties and responsibilities of the Human Resources Director are to impartially and equitably administer personnel policies with such assistance, as may be necessary from District Administrators. The Human Resources Director's scope of responsibility and authority covers all District employees.

It is the acknowledged intent of the Human Resources Department to cooperate to the fullest extent possible on the implementation and interpretation of this personnel policy manual, as well as the process for revision of the policies contained therein.

3.4 DISTRICT ADMINISTRATORS

District Administrators are recommended by the Superintendent and hired by the Board, and are responsible for the efficient operation of their Department. In most cases, District Administrator reports directly to the Superintendent.

District Administrators are responsible for the impartial and equitable administration of District Policies, and for encouraging all employees to actively participate in a cooperative management process.

3.5 EMPLOYEES

Employees are recommended to the Superintendent by District Administrators. The Superintendent then makes a recommendation to hire to the Board. It is the responsibility of each employee to perform the duties of his/her position to the best of his/her abilities.

SECTION 4

CLASSES OF EMPLOYEES

4.1 PHILOSOPHY

It is the philosophy of the District to provide job opportunities that balance efficient, well-planned staffing needs with the Mission of the Burlington School District to educate and inspire students to influence and shape the future. To this end, the District offers a number of different positions, work schedules and arrangements to accommodate its staffing requirements.

4.2 PROBATIONARY EMPLOYEE

Any employee of any status listed within this Section who has not yet completed a probationary period during which the employee is required to demonstrate qualifications and skill for his/her new position. (See Section 5.2, Probation, for applicable rules and procedures.)

4.3 REGULAR EMPLOYEE

a. Full-Time

An employee who has satisfactorily completed an initial probationary period and is employed in a classified position on a continuous year-round or school year basis. A classified position is one that has a title and a rating in the Burlington School Classification Plans (to be developed), a valid job description on file, and is funded by local, state, federal or grant funds.

1) Hours

Non-exempt employees regularly scheduled to work thirty-seven and one half hours (37.5) or more, per week. (See Section 5.6 for further definition of established work schedules.) Exempt employees are considered full-time unless otherwise specified.

2) Benefits

Eligible employees are entitled to employee benefits; see Human Resources for eligibility.

b. Part-Time

An employee who has satisfactorily completed an initial probationary period and is employed in a classified position either year-round or on a school year basis.

1) Hours

Non-exempt employees regularly scheduled to work a minimum of twenty (20) hours and up to thirty-seven. five (37.5) hours per week.

Exempt employees may be part-time, as specified by the applicable job description.

2) Benefits

Eligible employees regularly assigned a schedule of 30 hours or more maybe entitled to employee benefits on a prorated basis (based on a 40-hour workweek), subject to any requirements and qualifications of each of the benefit plans. See Human Resources for eligibility.

Entitled to retirement benefits if work hours are not less than 1,200 hours in a twelve-month period.

c. Limited Part-Time (“LTD SVS” Positions)

1) Hours

Any employee working fewer than 20 hours per week on a regular basis.

2) Benefits

Regular limited part-time employees are not eligible for benefits.

4.4 JOB SHARE EMPLOYEES

A job-share is a single, regular or part-time position performed by two employees. Together, the job-share participants are responsible for all the functions of the job. Job-sharing requires the approval of the Superintendent.

a. Hours

Up to forty (40) hours per week may be divided, equally or unequally, between the two job-share employees.

b. Benefits

Eligible job-share (position \geq 30 hours per week) employees working between twenty (20) and thirty-seven.5 (37.5) hours per week on a regular basis are entitled to pro-rated benefits based upon a 40 hour work week. Employees working fewer than twenty (20) hours per week on a regular basis are not entitled to benefits. Life insurance coverage is available only to regular or part-time employees working at least thirty-five (35) hours per week. See Human Resources for eligibility.

4.5 TEMPORARY EMPLOYEES

An employee appointed to a position which is either time-limited or task-specific with a term of employment not exceeding twelve (12) months. A temporary employee remains in a probationary status at all times. Temporary status includes seasonal work as well as work-study or cooperative assignments. No temporary positions can continue longer than twelve (12) months without the consent of the Human Resources Director. It is the responsibility of the District Administrator to track the duration of such positions. In the event a Principal or Administrator wishes to extend a temporary position beyond twelve months it must be approved in advance, by the Superintendent. The Board shall be advised of any such decision by the Superintendent. If temporary employment

inadvertently extends beyond 12 months, under no circumstances shall that create any obligation to extend the rights of benefits of a regular position to the employee holding the temporary position.

a. Hours

May be scheduled for up to forty (40) hours per week. Overtime may be available, with prior approval of the Superintendent or his/her designee, at a pay rate of 1.5. Hours may be limited to the specific task for which the temporary employee was hired.

b. Benefits

Not entitled to benefits.

c. Age

Must be at least sixteen (16) years of age, without prior approval by Superintendent or Director of Human Resources.

4.6 CONTRACT WORKERS/CONSULTANTS

Consultants and contract workers are external resources providing services to the District under specifically defined terms and conditions. As such, consultants and contract workers are not District employees, are not entitled to District benefits and are not covered by the District's personnel policies, except where expressly written herein. The following definitions, in general, outline the rules set forth by the IRS and the State of Vermont regarding contract workers/consultants, and provide guidelines for District Administrators and supervisors to use when recommending an external resource.

The Principal, Program Director or Administrator with supervisory responsibility is responsible for advising such worker on compliance of requirements of applicable Federal, State Statutes and Regulations and Board Policy (ie: FERPA, Title 9, Harassment, etc.)

a. Contract Workers

A contract worker is defined as temporary external personnel possessing skills common to regular District employees, but which the District needs to augment its own workforce to meet temporary increases in work load. Contract workers must meet applicable IRS regulations. Contract workers are always employees of a contract agency (such as a temporary agency) and are usually utilized to perform task-oriented assignments. The contract worker agency is always responsible for: wage payments, tax withholding, provision of all health, welfare and other required benefits and for addressing any questions regarding the overall work performance of contract workers.

Contract workers are supervised by District Personnel and are expected to work according to that supervisor's direction. A contract worker's relationship with the District ends whenever the assignment or the need for the services to end, or by request of the District. Contract workers are obligated to comply with Title IX and Family Educational Rights and Privacy Act (FERPA).

b. Consultants

A consultant is an external resource possessing expertise and in-depth skill of a specific professional or industrial application. Typically, their area of expertise is not available among the District's employees. Consultants are often engaged in an independently established trade, business, occupation, or profession, and may be self-employed or employees of a firm or service business.

Generally, the day-to-day activity of a consultant is not supervised by the District, rather the District will provide statements regarding goals, objectives, and deadlines for the project. Additionally, a District Administrator normally does not manage nor mandate the specific hours a consultant works. Consultants normally provide their own tools and resources to complete the project, and are generally not required to report to the District's place of business.

Consultants are usually compensated for their end result, but may be paid on a time and material basis. No deductions for taxes, social security benefits, etc., should be made from payments made to consultants.

4.7 INTERNSHIPS

Individuals may work without compensation for the purposes of gaining on-the-job skills related to his/her career interest. These positions are considered volunteer opportunities, in exchange for academic credit or practical job experience normally sponsored through a college, community agency, or a job training/employment program. Interns are not considered District employees and are not eligible for District benefits.

SECTION 5

EMPLOYMENT

5.1 VACANCIES

- a. Except as stated below, whenever there is a vacancy in a regular position, the vacancy shall be posted in a conspicuous place(s) for at least ten (10) working days prior to the position being filled. An employee wishing to transfer to a vacant position must apply for consideration. (Transfer procedures see section 5.8)
- b. All postings and general recruiting procedures shall follow the guidelines outlined in the District's Equal Employment Opportunity Policy and Program. (see Appendix)
- c. A vacancy being filled by a current District employee as a result his/her department's reorganization needs, or in lieu of a layoff, shall not be subject to this posting requirement.
- d. The District's employment practices reflect the philosophy that qualified current employees are given priority consideration for vacant positions when competing with equally qualified external candidates. Equal qualification is determined solely by the District.
- e. In the case of an employee who has transferred within the District and, within a 90 work day review period has not satisfactorily met the job responsibilities of the newly-held position or is seriously discontent in the newly-held position, the District shall make every reasonable effort to provide said employee the opportunity to return to his/her previous position or to a vacant similar position within the District.
- f. District Administrators, after consulting with the Human Resources Director and the approval of the Superintendent, are responsible for all recommended hiring decisions made within the Department and for insuring that all District employment policies have been followed during the interview and hiring process. District Administrators may extend a job offer to a prospective employee *only after* approval by the Superintendent or Human Resources Director.

5.2 ELIGIBILITY FOR EMPLOYMENT

a. Fingerprints and Criminal Record Background Checks

All positions offered are contingent upon the receipt of acceptable criminal record background checks as required by Vermont law. (16 VSA §§ 252, 254) the requisite fingerprinting and criminal record check are at the expense of the employment candidate.

b. Probationary Review

1) Duration of Probationary Period

An employee who is transferred, promoted, appointed, or hired into a regular position shall be required to successfully complete a probationary period which shall begin on the first day of active employment or the date of the scheduled change and continue for at least 90 work days or as otherwise required by law. A probationary period may be extended at the District Administrator 's discretion for a period of up to 90 work days.

2) Probation Expiration

On or before the last day of the probationary period, with the approval of the District Administrator, the supervisor will notify the employee in writing that:

- (a) the employee's performance or conduct is questionable, and that his/her probationary period shall be extended up to a maximum of 90 additional work days (in no case shall the extension be greater than 90 work days**); or
- (b) the employee's services will no longer be required

**Should a supervisor wish to continue an employee's probationary period, the supervisor must contact the Human Resources Director for approval prior to any action being taken.

3) Termination of a Probationary Employee

With the prior approval of the Human Resources Director, a probationary employee may be disciplined, discharged, laid-off, or otherwise dismissed by a supervisor and neither the reasons for the disciplinary action, discharge, lay-off, nor dismissal may be the subject of a grievance (except as noted in Subsection 4.2.a).

Should a supervisor wish to terminate a probationary employee, the supervisor must contact the Human Resources Director for approval prior to any action being taken.

d. Employee Orientation

A new employee who is eligible for benefits will meet with the Human Resources Department no later than the first week of employment. The hiring Principal or Administrator is responsible for scheduling an appointment for the new employee's orientation. During the orientation, the employee is informed of the benefits for which he/she is eligible and is supplied with enrollment forms for all such applicable benefits. In order to begin receiving benefits, the employee must return the completed forms to the Human Resources Department within the first thirty (30) calendar days of employment. Failure to return the forms on time may result in a postponement of the effective date of coverage or denial of coverage.

An employee eligible for benefits under the Burlington City Retirement System must attend a retirement orientation and complete the necessary forms prior to enrollment in the City's retirement plan. (See section 7.9)

5.3 CLASSIFICATION PLAN

To Be Determined

5.4 COMPENSATION PLAN

Compensation is determined only by the Superintendent or the Director of Human Resources.

5.5 ANNUAL PERFORMANCE PLANNING AND REVIEW

a. Employee Performance Planning

At the beginning of the school year, the supervisor and employee will meet to jointly develop performance standards, work goals and career development plans for the upcoming planning and review period. The purpose of this discussion is to bring together the supervisor's and employee's perspectives of the job expectations, producing a mutual understanding of what is to be done, and how the employee's work will be assessed during the next period of review.

This discussion is documented and used as a foundation for on-going feedback and review throughout the upcoming review period.

b. Employee Review

It is expected that the supervisor and employee will meet periodically, during the review period to discuss the employee's progress to date on his/her performance plan, to identify any needed changes to the plan, and to re-establish commitment to the work outcomes.

At the end of the review period, the supervisor and employee will meet to mutually discuss the employee's performance relative to his/her performance plan. This conversation should include results pertinent to the agreed upon performance plan, specific feedback regarding work results and behavior, development actions based on feedback and future work expectations, and upcoming work/project goals.

The results of this conversation shall be documented, and will include a review document and an updated performance plan for the next review period. The original document will be signed indicating appropriate approvals and employee acknowledgment, and will be stored in the employee's personnel file in the Human Resources Department. Employee performance evaluations should be received in the Human Resources Department within three (3) weeks after the completion of the school year. (Refer to Section 12.8 for storage and retrieval of personnel records.)

5.6 HOURS OF WORK

a. General Policy

It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The District retains the right to schedule straight time, overtime, number of shifts, and shift assignments for the purpose of promoting the efficiency of District. The provisions of this section are intended to apply to regular full-time employees assigned a "normal" workday/week. It is recognized that certain positions may be assigned a normal workday or workweek other than as set forth in below, (i.e. maintenance, part-time, management, etc.).

b. Work Day / Work Week

Depending on the position, the normal workday shall be between eight (8) and twelve (12) consecutive hours of work, excluding a meal period, within a twenty-four hour period as defined by the District's operating requirements. When mutually agreeable between a supervisor and employee, a supervisor may institute a flexible schedule different from the normal

workday/week as set forth herein provided that such scheduling is cost effective and compatible with the employee's designated work area. Prior approval from Human Resources is required. The District Administrator may, with seven (7) calendar days notice, require the employee to resume his/her normal schedule.

A meal period is normally scheduled for thirty (30) minutes in length, however, exceptions may occur with shift-workers.

c. Work Schedule

All employees shall be scheduled to work a regular work assignment and each non-management work assignment shall have an established starting and quitting time. Except for emergency conditions or specific District procedures, permanent changes in work schedules shall occur only after allowing seven (7) days notice to the employee.

5.7 SCHEDULING AND TIMEKEEPING FOR EXEMPT EMPLOYEES

District managers and other exempt employees will work the hours necessary to fulfill their weekly job responsibilities. Those employees will often be expected to work in excess of 40 hours per week.

While compensatory time is not permitted for exempt employees, flexible scheduling is permitted at the discretion of the Superintendent or his/her designee.

Exempt employees will not be required to complete weekly timesheets. However, exempt employees shall submit a monthly leave use report that notes any vacation, personal or sick leave, holidays or any other leave time provided by the Personnel Policy that has been taken during that month. The report shall be submitted on the first Monday of the month noting the leave used for the proceeding month.

5.8 TRANSFER PROCEDURES

To Be Determined

SECTION 6

LEAVES

6.1 PHILOSOPHY

The District recognizes that your job represents only a portion of what you do and how you spend your time. In acknowledging that employees require time away from work to attend to personal, family and medical needs, the District provides a variety of paid and unpaid leaves.

6.2 POLICY

Leave is defined as any absence that occurs during an employee's regularly scheduled work hours that is approved by a District Administrator or his/her designee. Leave may be authorized with or without pay, and shall be granted in accordance with the policies outlined below on the basis of the work requirements of the employee's Department and, whenever possible, the personal needs of the employee.

Except where required by law, any unpaid absence from work extending longer than thirty (30) days will not be counted towards an employee's pension/retirement benefit. Creditable service is the length of service which an employee has continued to receive wages from the District except where otherwise required by law.

6.3 PROCEDURE FOR REQUESTING LEAVE

With the exception of holiday, sick, and less than 5 consecutive days due to work related injury, an employee must submit a request to his/her District Administrator or designee indicating the: 1) type of leave, and 2) dates of intended departure and return. This request must be approved prior to the taking of the leave.

6.4 HOLIDAY LEAVE

The following days are recognized as District holidays:

New Year's Day*	Bennington Battle Day
Martin Luther King, Jr. Day	Labor Day*
Presidents' Day	Columbus Day
Town Meeting Day	Veterans' Day
Memorial Day*	Thanksgiving Day*
Independence Day*	Christmas Day*

* The District is considered closed. The remaining days, on which the District is open, the employee may chose to work and schedule the day off at another time, with Supervisor approval.

6.5 VACATION LEAVE

a. Vacation Leave

Only year-round employees are eligible to earn vacation time.

The amount of vacation time for which an employee is eligible, is comparable to the amount of vacation available to bargaining unit employees in comparable positions.

Vacation time is earned on a weekly basis and may not be taken before earned. Vacation pay shall be equal to the normal hourly or weekly pay of the employee.

Except as otherwise provided in this section, any employee eligible (as defined in Section 4) for vacation benefits who is paid less than his/her regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service), shall have his/her vacation benefit prorated for that week.

*For purposes of determining vacation leave (and sick leave), **credited service** is the length of service for which a year-round employee actually received wages from the District, excluding probationary period.

In the case of a former District employee returning to District employment, the following shall apply: If the employee had been employed in a regular position for at least five (5) years and is rehired within one (1) year from his/her termination date, vacation and sick leave accruals will be reinstated at the rate in effect at the time of separation.*

b. Vacation Leave Use

Holidays occurring while an employee is out on vacation shall be paid as holiday pay.

From an employee's date of hire, through the end of that fiscal year, an employee may use any accrued vacation. Vacation leave not used within the year earned shall be forfeited and no financial compensation may be paid at the end of the fiscal year (June 30) or upon separation, unless an extension has been granted in writing by the Director of Human Resources with the approval of the Superintendent. Vacation time may be used by employees in addition to, or in lieu of, sick leave.

c. Vacation Leave Scheduling

Each employee must submit prior to June 1st, his/her choices for approval as to dates desired for the regular vacation for the next fiscal year. First preference for vacation selection will be given according to seniority and choice submittal date within District Departments. Vacation weeks remaining open after completion of the above selection schedule will be considered without regard to seniority.

Approval is required for the taking of one (1) or more full week's vacation and must be made at least two (2) weeks in advance of the vacation. Approval required for the taking of four (4) or more hours of vacation leave in one day must be secured at least twenty-four (24) hours in advance of the vacation.

If the Superintendent is satisfied that staff responsibilities can be met even if employee's vacation request is granted, then the Superintendent shall approve the request.

In the event that an employee submits their resignation, vacation time may not be used during any portion of the final two-week notice period, without approval of Director of Human Resources.

d. Payment for Unused Vacation Leave

An employee who has successfully completed his/her probationary period and who separates from District employment after six (6) months of service shall be paid for accumulated vacation benefits of up to one hundred twenty (120) earned hours. Payment will be made in one lump sum. Regardless of how the vacation accrual is paid out, the employee's last day of actual work shall be considered his/her last day of employment and at that time the employee's active status ends.

Upon retirement, an employee's last day paid will be calculated incorporating any vacation payout and this will be the date used in determining the employee's length of creditable service attributable to the commencement of retirement benefits.

In the event of an employee's death after six (6) months of service, payment shall be made to the estate of the deceased employee in an amount equal to the total accrued vacation hours earned.

** Portions of the Vacation Leave Policy may be superceded by pre-existing contractual agreements between the District and designated employees. All such agreements must have an origination date prior to January 1, 2002. Such vacation leave provisions terminate when an individual employee's employment with the Burlington School District terminates.

6.6 SICK LEAVE

The following sick leave benefit shall apply to all non-union employees beginning January 1, 2002. Sick leave shall mean any leave attributable to any physical or mental sickness or accident that prevents an employee from performing his/her regular duties.

Sick leave shall not be considered a benefit that an employee may use at his/her discretion, but shall be used only in case of actual sickness. Sick leave shall also be granted to allow an employee to care for a sick or disabled member of his/her immediate family. Immediate family includes: spouse, domestic partner, parents, siblings, children, and foster children. Other close family members who reside in the employee's home are also considered immediate family. In addition, sick leave may be used for dependent care due to emergencies. "Emergencies" are, by definition, unexpected, short-term events, such as illness of a daycare provider. Sick leave may also be utilized for doctor's appointments not able to be scheduled outside of working hours. Supervisors should use their best judgment to determine whether specific, individual cases fall within the general intention of this policy. Except as otherwise provided in this section, no employee shall be entitled to payment for unused sick leave upon separation from District employment.

a. Eligibility

In order to be eligible for sick leave, an employee who is absent from work on account of accident or sickness must:

- 1) inform his/her immediate supervisor or District Administrator of such fact at the first reasonable opportunity;
- 2) if the employee is convalescing at home, he/she must report to his/her immediate supervisor either in person, by telephone or letter at least once per week. If the employee is away from his/her place of residence, a physician's statement explaining why such absence is necessary, along with an estimate of the required period of absence, must be submitted.

b. Accrual of Sick Leave

The amount of sick leave for which an employee is eligible is comparable to the sick leave available to bargaining unit employees in comparable positions.

Holidays occurring while an employee is on sick leave shall be paid as holiday pay.

Except as otherwise provided in this section, any employee eligible for sick leave benefits who is paid less than his/her regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service) shall have his/her sick leave prorated for that week based upon the employees regular schedule. Individuals who earn sick leave have the exclusive rights to its use and it shall not be shared.

c. Certification of Illness

If an employee is out of work for three (3) consecutive working days due to illness, the District Administrator or his/her designee, in order to determine sick leave eligibility, may require:

- 1) a certificate of disability from his/her physician (specifying the expected length of the sick leave and/or any work restrictions or light-duty assignments upon return to work) in order to be eligible for benefit for that particular absence (unless otherwise noted, a certificate of disability from a physician shall be the responsibility of the employee);
- 2) a medical examination performed by a physician chosen by the District Department at its expense; or in the event of absence due to accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness for return to work.

Abuse of this sick leave policy may result in disciplinary action, up to and including discharge.

Sick leave may be denied by the District Administrator or his/her designee upon a determination that the employee's condition is not sufficiently serious to justify sick leave.

** Portions of the Sick Leave Policy may be superceded by pre-existing contractual agreements between the District and designated employees. All such agreements must have an origination date prior to January 1, 2002, and shall terminate with termination of contract.

6.7 WORK-RELATED INJURY LEAVE

a. Injury Reporting, Paperwork and Pay

An employee injured on the job, however slightly, must report the incident/accident immediately to his/her supervisor. The supervisor must file a "First Report of Injury" form with the Business Office by the end of the next normal workday. If the employee is out for more than three (3) workdays, a "Wage Statement" and a "Certificate of Dependency" must also be completed. All expenses related to an on-the-job injury are subject to approval by the District's workers' compensation carrier.

Lost time attributable to a work-related injury shall be reported on an employee's timesheet as "sick leave. The District shall comply with stature requirements with regard to compensation for work-related injuries.

In the case of injuries causing absences of three (3) days or fewer, the employee may receive sick leave. Sick and vacation leave shall be earned during a work-related leave. In accordance with statutory requirements, the District will make reasonable accommodations to return a disabled employee in his/her former position or placement within a vacant similar position. Alternate work arrangements such as temporary job reassignment or light duty restrictions may be considered. Light duty assignment is not an employee's regular position and employee has no right to permanent reassignment to a light duty position.

Holidays occurring while an employee is on Worker's Compensation Leave shall be paid as holiday pay.

b. Workers' Compensation Insurance

The Burlington School District follows guidelines for Workers' Compensation as outlined by Vermont's Department of Labor and Industry Workers' Compensation Laws. A copy of the Workers' Compensation Law is available in the Human Resources Department.

A District employee has the right, under State Statute, to file a Workers' Compensation Claim up to six (6) months after an injury. The District must file a report to the State within three (3) days of an employee reporting an injury.

An employee injured on the job is entitled to coverage for all reasonably necessary medical services and supplies. The District reserves the right to require an independent medical examination (IME) and/or doctor's certificate at any time, at the District's expense. The employee shall have the right to have a physician present at such examination, paid for by himself/herself. Refusal to cooperate with an IME may jeopardize coverage of additional benefits. Medical benefit payments are subject to approval by the District's workers compensation carrier.

Weekly workers' compensation payments for lost time, which have been approved by the workers' compensation carrier, will be computed as follows:

Subject to the State required minimums and maximums, sixty-six and two-thirds (66-2/3) percent of the average gross wage earned during the twelve (12) weeks preceding the injury.

Workers' compensation payments commence following the third day of disability. If the disability continues after the third day for a period of seven consecutive calendar days or more, compensation shall be paid for the whole period of the disability, including the first three days. Workers' compensation benefits will continue until an injured employee reaches a medical end.

An employee may receive additional compensation once temporary disability benefits end if he/she has not recovered completely from the work-related injury. The law provides a schedule from which permanent partial disability benefits are determined, based on both the particular injury and the seriousness of the functional impairment that is left.

An employee disabled by an accident in the line of duty has the right to return to his/her former position or to placement within a vacant similar job and pay classification for a period of up to

two (2) years from the date of injury, provided the employee is fully capable of performing the essential duties of that position. This guarantee expires if the disability ceases prior to the end of the two (2) year period and the employee does not return to work immediately or if the employee retires or otherwise separates from employment.

If, as a result of an employee's injury, he/she is unable to return to his/her pre-injury job, he/she may be entitled to vocational rehabilitation assistance to assist in finding suitable alternative employment.

Accident time which is not approved by the District's workers compensation carrier shall be paid at the employee's normal hourly rate of pay, and may result in adjustments to compensation previously paid to the employee for accident time. Accident time may be denied upon determination by the District or the District's workers' compensation carrier (please refer to Section 8.2). The Employee's sick leave time shall be reduced to reflect the employee's time out of work. Employees who have exhausted accrued sick leave shall be docked accordingly.

The District reserves the right to require a post injury physical exam, at the District's expense, to determine fitness for duty and ability to fulfill the essential skills and duties as maintained in the job description of the position.

6.8 BEREAVEMENT LEAVE

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and needs caused by the death of a member of his/her family or domestic partner and to relieve him/her of the concern over loss of earnings on the regularly scheduled workdays immediately following the death. If a death occurs during an employee's scheduled vacation, additional vacation day(s) may be granted to make up for those used for bereavement leave. An employee may utilize vacation or personal leave to supplement bereavement leave.

a. Death of Spouse, Domestic Partner, or Child

Upon the death of an employee's spouse, domestic partner, child, or stepchild the employee may request and the District Administrator or his/her designee may grant bereavement leave of up to five (5) working days immediately following such death without loss of pay.

b. Death of Parent

Upon the death of an employee's parent or stepparent, the employee may request and the District Administrator or his/her designee may grant bereavement leave of up to five (5) working days immediately following such death without loss of pay.

c. Death of Immediate Family Member

Upon the death of an immediate family member not otherwise mentioned above (such as brother, sister, father-in-law or mother-in-law, grandparent), the District Administrator or his/her designee may grant up to three (3) days leave with pay.

d. Other

Upon the request of the employee, the District Administrator or his/her designee may grant up to one day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

6.9 MILITARY LEAVE

Please see Board Policy GCBDB, Appendix B

6.10 JURY LEAVE

An employee summoned to jury duty will be excused from his/her normal work schedule for the period necessary to perform such duty. If the jury is excused from duty during working hours, the employee shall immediately report for work. An employee required to serve on a jury, and thus be absent from regular duty, shall be paid the difference between the compensation received from such jury service and his/her usual weekly pay upon presentation of proof of jury pay received.

In order to be excused from work for jury service, an employee must present to his/her supervisor a copy of the letter from the court requiring the employee's appearance for jury duty, and must attach it to his/her time sheet.

6.11 TRAVEL LEAVE

A request for travel must be submitted to the District Administrator or his/her designee for authorization of travel to a convention, meeting, or other official District business that takes an employee away from his/her normal work. Documentation will be required for travel, lodging, and conference fees. The payment of expenses for undocumented travel is prohibited. (See **Department Directives for applicable rules and procedures.**)

6.12 EDUCATIONAL LEAVE

Requests for educational leave are subject to the approval of the Superintendent upon the recommendation of the employee's supervisor.

6.13 PERSONAL LEAVE

All full-year employees shall be granted thirty-two (32) hours leave on July 1st for personal business during each year without loss of pay or deduction of sick leave. Part-time employees working at least twenty (20) hours per week will be granted pro-rated personal time based on their average weekly hours at July 1st. New employees will have personal leave pro-rated based on their date of hire. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular workday, an emergency over which he has no control that requires immediate attention, and the observance of a religious obligation. Notice of such leave shall be given as far in advance as is possible and may be taken as a portion of a day, but in no event in periods of less than one (1) hour. A personal business day may not be used during the day immediately before or after an employee's scheduled vacation or school vacation. The District may require substantiation for personal leaves. Personal leave time may not be accrued from year to year.

There shall be no payout of personal leave upon separation from the District.

6.14 LEAVE WITHOUT PAY

Upon affirmative recommendation of the District Administrator and approval of the Human Resources Director, an employee may be granted leave without pay for up to 30 days. Leave without pay in excess of thirty (30) days shall require the approval of Superintendent. At the expiration of a leave without pay, the employee shall return to the same position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service; however, during leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue. No other benefits will be provided during this period of leave.

An employee's medical and dental benefits will terminate on the first day of the month following the beginning of the leave without pay, unless the employee elects to purchase coverage under COBRA guidelines through the District's plans. The employee will be responsible for any appropriate health insurance contributions during his/her unpaid leave.

6.15 REPLACING EMPLOYEES ON LEAVE

The District Departments may fill, on a temporary basis, positions of employees granted any leave of absence. The return of an employee from a leave of absence shall be regarded as just and sufficient cause for the termination of his/her temporary replacement.

6.16 PARENTAL, MEDICAL, FAMILY CARE AND SHORT-TERM FAMILY LEAVE

Please see Board Policy GCBDC, Appendix C

SECTION 7

EMPLOYEE BENEFITS

7.1 PHILOSOPHY

The Burlington School District recognizes the importance of providing a comprehensive benefit package for District employees and their dependents. Components of the benefit package may include: health, dental, life insurance and retirement.

7.2 ELIGIBILITY

Unless otherwise specifically stated herein, the benefits described in this section are provided only to regular full- and part-time and limited service employees. Regular and limited service employees working at least 30 hours in an average workweek shall be entitled to such benefits on a prorated basis. If a part-time employee wishes to take advantage of these benefits, he/she is responsible for the balance of the monthly premium. Employees on leave without pay shall not be entitled to benefits under this section during the period of absence unless specifically provided for in Section 6 or if they are eligible to purchase benefits through the District under COBRA guidelines.

For the purposes of employee benefits, the District defines dependents as a legally married spouse, a dependent child, or a domestic partner. A legal spouse and a dependent child are determined according to applicable federal and state laws. In addition, certain insurance contracts may include dependent children riders.

A domestic partnership will be recognized when an employee submits a signed and witnessed "Affidavit of Domestic Partnership," to the Human Resources Department.

The Affidavit of Domestic Partnership declares the relationship meets all of the following criteria:

- 1) The persons are not related by blood closer than would bar marriage in the State of Vermont
- 2) Neither person is married or related by marriage
- 3) The persons share primary residence and the common necessities of life
- 4) The persons are 18 years old or older
- 5) The persons are competent to enter a contract
- 6) The persons declare that they are each other's sole domestic partner and have been each other's sole domestic partner for a period of at least six (6) consecutive months prior to the execution of this Statement of Domestic Partnership
- 7) The persons have agreed between themselves to be responsible for each other's welfare
- 8) The persons have agreed to notify the Human Resources Department of any change in the status of their Domestic Partnership.

Either member of the domestic partnership may terminate the domestic partnership benefits by filing a "Termination Statement" with the Human Resources Department. No person who has declared the creation of a domestic partnership may declare the creation of another domestic partnership until nine months after termination of a previous domestic partnership, unless such termination is due to the death of a domestic partner. All records of domestic partnership of District employees will be maintained as part of the employee's personnel file. (See Sec. 12.9, Employee Personnel Record)

It should be noted that all employee declarations of dependents must be true and correct. Any misrepresentation or falsification of information may result in disciplinary action up to and including termination and disqualification from applying in the future for any District employment.

7.3 INSURANCES

a. Medical and Hospital

Available to employees working no less than 30 hours per week. The District maintains a group medical, major medical, and hospital insurance policy for all employees and their dependents. Dependents are defined as legally married spouses and dependent children, or domestic partners (refer to Section 7.2). [An employee will be required to contribute to the cost of such coverage.] The eligible employee will be covered on the first day of the month following his/her date of hire. The benefits shall be provided under a group insurance policy, or policies issued by an insurance company, or companies selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company. An employee's medical coverage will expire on the first day of the next month following an employee's last day of employment. If an employee separates from the District and remains uninsured, under COBRA guidelines the District shall allow him/her to purchase the current medical insurance coverage until he/she is otherwise insured, in accord with COBRA's guidelines and regulations for a period not to exceed eighteen (18) months. In the event that the separation is due to disability, the employee may be eligible for 29 months of COBRA coverage.

b. Dental Insurance

The District maintains a group dental plan for employees and their dependents. Employees may be required to contribute to the cost of such plan. Dependents are defined as legally married spouses and dependent children, or domestic partners (refer to Section 7.2). An eligible employee will be covered on the first day of the month following his/her date of hire. An employee's dental coverage will expire on the first day of the next month following an employee's last day of employment.

If an employee separates from the District and remains uninsured, under COBRA guidelines the District shall allow him/her to purchase the current dental insurance coverage until he/she is otherwise insured, in accord with COBRA's guidelines and regulations for a period not to exceed eighteen (18) months.

c. Life Insurance

Only employees working at least 35 hours per week are eligible for life insurance coverage. An eligible employee will be covered on the first day of the month following his/her date of hire. If an employee separates from the District for reasons other than retirement, his/her life insurance coverage discontinues at the end of the last day of employment.

SECTION 8

PERSONAL CONDUCT

8.1 PHILOSOPHY

District employees are expected to act in a manner that will bring credit upon the District and will not adversely affect job performance or the efficiency of District services. Employees are expected to be courteous to students, parents, all members of the general public and co-workers.

8.2 BEHAVIOR OF EMPLOYEES

The following actions constitute grounds for immediate discipline which may include dismissal (this list is meant solely for the purpose of example and is not intended to be all inclusive):

- a. arriving at the job not entirely free of drugs or alcohol, or possessing or consuming drugs or alcoholic beverages during working hours (including meal breaks); (see Section 8.7);
- b. theft;
- c. damage, or misuse of District property;
- d. the falsification of any documents;
- e. insubordination while interacting with his/her supervisor;
- f. verbal, written and/or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment;
- g. negligence and/or dereliction in the performance of his/her official duties;
- h. sexual harassment (see Section 8.8);
- i. tardiness;
- i. abuse of the leave provisions hereof;
- j. violation of any copyright protection laws including, but not limited to, those laws applying to computer programs, video tapes, books, magazines, etc.; and/or violations of District or Department rules, regulations and/or policies;
- k. possession of any type of firearm or other weapon on District property;
- m. conviction of a crime of moral turpitude or a crime of violence, or a drug or alcohol offense that would prevent the employee from fully performing the requirements of his or her position;
- n. imposition by a court of conditions of release that limit the employee's contact with students, the public or with members of the workforce that would prevent the employee from fully performing the requirements of the position.

8.3 PERSONAL APPEARANCE OF EMPLOYEES

It is the policy of the District that an employee's dress and grooming should be appropriate to the employee's specific work situation.

8.4 SMOKING POLICY

Please see Board Policy GBC, Appendix D

8.5 POLITICAL EXPRESSION

All employees are entitled to exercise their rights as citizens to express their opinions and to cast their votes. Employees may not:

- a. attach any political sign, button, or paraphernalia to any District property, vehicle or uniform; and/or
- b. while at work display, on his/her person, any political sign, button, or paraphernalia or otherwise engage in conduct which might imply the District's support of a political candidate or cause.

Employees shall be entitled to full rights of citizenship and there shall be no discrimination, retaliation or disciplinary action taken against an employee for legitimate exercise thereof. However, the preceding sentence shall not entitle employee's to act contrary to the lawful policies of the Board.

8.6 DISCIPLINARY ACTION

The District subscribes to a policy of progressive discipline in most cases when dealing with disciplinary actions related to the personnel policies contained in this document. The following example is the type of progressive discipline that may be imposed, including: an oral warning; a written reprimand; suspension; demotion; and dismissal. In situations that warrant other than an oral reprimand, an employee shall be given a written notice specifying the act(s) that gave rise to the disciplinary action, the appropriate remedy, and notice of right to appeal. The measure of disciplinary action shall in all cases be properly and reasonably related to the severity of the offense. Certain types of behavior by an employee may warrant immediate disciplinary action without the imposition of progressive levels of discipline. This may include suspension or dismissal without an oral or written reprimand.

Consistent with the requirements of the federal Fair Labor Standards Act ("FLSA"), exempt employees shall not be subject to a term of suspension without pay for a period of less than one week as a result of disciplinary action. Exempt employees may however be subject to a period of suspension without pay of one week or more.

NOTE: Failure to observe proper safety procedures will result in disciplinary action (see Section 11.1 and/or applicable policies or procedures).

8.7 DRUG AND ALCOHOL-FREE WORKPLACE POLICY

See Board Policy GBEC, Appendix E

SECTION 9

SEPARATION

9.1 PHILOSOPHY

These policies are designed to ensure that your separation from District employment (due to retirement, voluntary or involuntary separation, or a reduction in force) is processed in a timely and efficient manner. A review hearing process has also been developed to safeguard your rights as an employee in the case of an involuntary separation.

9.2 POLICY

It is the policy of the District to terminate employment due to: 1) an employee's voluntary or involuntary separation or retirement; or 2) a reduction in the workforce.

9.3 VOLUNTARY SEPARATION

In the absence of a specific written agreement, employees are free to resign at any time. An employee is encouraged to provide the District with at least two (2) weeks notice prior to separation. An employee resigning without affording the requested two (2) weeks notice will forfeit up to two weeks vacation pay. An employee who is absent from work for three (3) consecutive days without giving proper notice to his/her supervisor will be considered as having voluntarily resigned. Exceptions (i.e. an extreme emergency) to this policy must be approved by the Superintendent.

For information on the payout of accrued leave upon termination, see Section 6.5, Vacation Leave, and Section 6.6, Sick Leave.

9.4 INVOLUNTARY SEPARATION

Once an employee has successfully completed his or her probation, he or she may not be discharged without due process. The Human Resources Director shall review all proposed discharges prior to any termination action being taken. The review should include information to determine exactly why the employee is to be discharged and that the discharge is: a) warranted by the circumstances; b) properly documented; c) supported by the employee's personnel record; and d) consistent with the District's policies and procedures.

Prior to his or her discharge, an employee shall be entitled to a pre-termination hearing before the Superintendent, or his/her designee. At such hearing, the employee shall be provided with an explanation of the reason(s) for the decision to discharge and an opportunity to address the basis for the disciplinary decision. After hearing from the employee, should the Superintendent determine that discharge is warranted, the employee shall be provided with written notice of the following information:

- a. the effective date of the discharge;
- b. the reason(s) for the discharge;
- c. notification of the employee's right to request a hearing for review of the discharge action.

The discharge of an employee by the Superintendent may be made effective immediately after the opportunity of a pre-termination hearing and delivery of the written notice to the employee. If an

employee chooses not to participate in a pre-termination hearing, then the notice of discharge shall be mailed to the employee to the address provided by the employee.

9.5 HEARING RIGHTS FOR INVOLUNTARY SEPARATION

- a. An employee who has been discharged from his/her employment, and who desires a review hearing, must give written notice of such to the Human Resources Director as soon as possible, but no later than ten (10) calendar days after receipt of a notice of discharge. If the employee chooses not to participate in the pre-termination hearing, the employee shall have the right to appeal within ten (10) calendar days of the date of the mailing of the discharge notice.
- b. The employee is entitled to at least forty-eight (48) hours notice of a hearing. The employee is also entitled to be represented by an attorney or other representative at the hearing, to hear the evidence presented against the employee, and to present evidence on his/her behalf.
- c. The hearing shall be before the Superintendent. The Superintendent shall render a written decision within fourteen (14) working days after receipt of the hearing of the employee, unless otherwise agreed upon by the parties. The decision of the Superintendent shall be final.

9.6 REDUCTION IN FORCE

The District values the work and dedication of its employees and acknowledges the necessity of maintaining an adequate and productive workforce.

In the event that it becomes necessary to proceed with a reduction in force, the District will make every effort to ensure a smooth transition both for the affected employees and the delivery of municipal services.

A decision by the Board or the District to eliminate a position based on the anticipated or current need within the District for financial savings or greater organizational efficiency shall not be subject to the grievance procedure for involuntary separation outlined in the preceding section.

9.7 RETIREMENT (Burlington City Retirement)

Subject to change from time to time in accordance with amendment by City ordinance.

The District, with the City of Burlington, maintains its own retirement pension plan. Eligible employees who have reached the age of fifty-five (55) and/or who have twenty-five (25) years of creditable service with the District, are entitled to receive retirement benefits upon separation from the District. For additional retirement plan details, contact the City of Burlington Retirement Office. Employees holding teacher's licenses are not eligible for City Retirement.

Physical Exams

An offer of employment made to an applicant for a regular District or limited service position is contingent upon the employee's-satisfactorily passing a physical examination by a member of the Board of Medical Examiners (pursuant to Sec. 24.1 of the Burlington Code of Ordinances). The purpose of the exam is to determine if the prospective employee is medically qualified to carry out the essential functions of the position. All persons must be examined during the first four (4) weeks of their employment. If necessary, the School Board may require an applicant to be examined by a medical specialist. In all cases, the cost of an exam will be paid for by the District.

9.8 DISABILITY RETIREMENT (Burlington City Retirement)

If an employee becomes, in the judgment of the Board of Medical Examiners and the Retirement Board, mentally or physically incapable of performing his or her duties with the District and such incapacity is expected to be permanent, the employee may be eligible for disability benefits at the end of ninety (90) days after the onset of the disability. There is no service requirement to be eligible. The disability benefit employees under the age of sixty-five (65), whether job-related or not, equals seventy-five percent (75%) of the employee's earned compensation at the time of the disability retirement. This amount is reduced by any periodic workers' compensation benefits and primary Social Security Disability payments.

The disability benefit for Class B employees over age sixty-five (65) is calculated by a benefit formula.

The definition of disability during the first two (2) years is that the employee cannot perform his or her assigned duties.

After the first two (2) years, the definition of "disability" is whether or not by reason of education, training, and background the employee has, would have, or would be able to acquire a reasonable and marketable skill which is or could be consistent with the employee's health and which skill could or potentially could provide in the employee's general residential area, income which would be reasonable with respect to the employee's earnings history at the time of disability retirement.

An employee's disability benefit is reduced after the first two (2) years if he or she is working or able to work at a job paying more than the difference between the seventy-five percent (75%) disability benefit and the employee's earned compensation, so that the total earnable shall equal the employee's earned compensation at retirement.

During the first two (2) years, an employee's disability benefit is reduced by amounts actually earned as in the preceding paragraph. At age sixty-five (65), providing the employee has at least completed three (3) years of creditable service, the employee is eligible for a retirement benefit, with all the years of total and permanent disability counted as service credit. For additional disability retirement plan details, contact the City Retirement Office.

9.9 SEPARATION FORM

The employee's immediate supervisor will provide the separating employee with a Separation Form prior to leaving employment with his/her respective Department. The employee and the supervisor shall complete their respective sections and return the form to the Human Resources Department prior to the employee's last day of work. The separating employee and the City Retirement Office will be sent copies of the completed form.

9.10 EXIT INTERVIEW

Upon separation from District employment, an employee is encouraged to contact the Human Resources Department to schedule an exit interview. The purpose of the exit interview is to share any ideas, concerns, or thoughts about working for the District.

No records of the interview will be filed in the employee's personnel file.

SECTION 10

COMPLAINT PROCEDURE

10.1 PHILOSOPHY

This procedure is designed to foster candid and open communication between employees and supervisors. It is intended that this procedure will serve to improve employee morale and the operations of the District. No employee shall face any punishment or discriminatory act as a result of his/her use of the due process.

10.2 POLICY

The Burlington School District promotes the fair and unbiased treatment of its employees. An employee who believes that he or she has been discriminated against on the basis of political or religious affiliation, race, color, national origin, age, gender, sexual orientation, place of birth, national origin, marital status, veteran status, presence of physical or mental impairment, or any other non-merit factor, or who has a dispute or difference of opinion with the District involving the meaning, interpretation, or application of an express provision(s) of these policies may personally, or through his or her representative, appeal for relief from that condition.

A complaint may also arise as a result of a disciplinary action. For an explanation of the District's policy of progressive discipline, see Section 8.6, Disciplinary Action.

10.3 DUE PROCESS PROCEDURE

All complaints shall be handled in accordance with the following procedures. Every effort will be made to resolve the issue to the mutual satisfaction of all parties at the lowest organizational level possible. The employee will have the opportunity to present the complaint to his/her immediate supervisor and continue with the process up to and including the Superintendent. Complaints shall be submitted within ten (10) working days after the employee concerned has become aware or should have become aware, through the use reasonable diligence, of the occurrence or recurrence of the event giving rise to the alleged complaint. If a complaint is not presented within the time limit, it shall be considered waived.

Initial Presentation:

The employee or the employee's representative shall present his/her complaint to his/her immediate supervisor. If the supervisor cannot determine an immediate solution satisfactory to both parties, the employee has the right to prepare a written statement of the complaint, which shall be submitted to the employee's next level of supervision within three (3) work days of receipt of his/her immediate supervisor's answer. If a satisfactory solution has not been rendered, the employee may continue to present his/her grievance through each successive level of supervision up to the Director of Human Resources. At each level, the employee shall have three (3) working days from receipt of a decision of the supervisor to submit the complaint to the next level. The complaint shall be clearly stated and the action requested.

At each level, the Superintendent shall, within five (5) workdays of receipt of a written complaint, investigate and attempt to resolve the issue. If a satisfactory solution cannot be reached, the Superintendent shall render a written response within ten (10) workdays following receipt of the

written complaint, and forward a copy of the decision and the grievance to all involved parties, including the Human Resources Director.

If the employee is not satisfied with the District Administrator 's decision, the employee shall have ten (10) working days following receipt of the District Administrator 's decision to submit his/her complaint to the Superintendent with copies to his/her District Administrator and Director of Human Resources. The Superintendent shall render a written decision within ten (10) workdays after receipt of the complaint from the employee. The decision of the Superintendent shall be final.

10.4 FAILURE TO RESPOND

An employee may be represented by a party of his or her choice and at his or her expense at any step in this procedure. Failure by the employee or his or her representative to proceed to a higher step within the time frame specified in Section 10.3 will automatically terminate this process. However, when mutually agreeable, time limits may be extended. Failure by the appropriate District official to render a decision within the allotted time shall constitute denial, and the employee may then proceed to the next step.

10.5 EFFECTIVE DATE OF DECISION

No decision shall have a retroactive effect greater than fourteen (14) days prior to the filing of the complaint. Pre-approved extended times are permissible.

SECTION 11

SAFETY

11.1 EMPLOYEE SAFETY

The District is concerned with the general safety of its employees, students, the general public and with the overall operating procedures within each Department. Each employee is required to familiarize himself/herself with District safety rules and regulations. Failure to observe proper safety procedures may result in disciplinary action (see Section 8.6).

- a. Employees in any emergency situation are expected to use judgment and care, and perform his/her duties in such a manner to insure the safety of his/herself, co-workers and the general public.
- b. "Emergency" can be defined as a situation demanding immediate action and/or a situation which is believed to pose a threat to life or limb.
- c. Every effort shall be made to protect employees and the general public from accidents at all times (i.e. danger signs or barriers shall be placed to warn a person of a potentially dangerous situation).

11.2 HAZARDOUS DUTIES

- a. When an employee is called upon to perform a task which the employee considers to be hazardous and that his/her safety has not been reasonably protected, the employee is expected to bring the situation to the attention of his/her immediate supervisor. If not satisfied with the response of the supervisor, the employee may refuse to perform the task.
- b. When an employee has refused to perform an assigned task due to the hazards involved, the employee must submit a written report of such refusal, including a description of the hazards involved, to his/her immediate supervisor within seventy-two (72) hours of such refusal.

11.3 ACCIDENT REPORTING PROCEDURES

- a. When an employee or other person has been injured or there has been damage to District or private property while on the job, a properly completed incident or accident report must be submitted within twenty-four (24) hours of the accident. The employee's supervisor shall be responsible for signing and forwarding the properly completed report to the Business Office (refer to Workers' Compensation Policy for State reporting requirements, Section 6.7) with a copy to the Director of Human Resources.
- b. If one or more employees other than the employee reporting the accident witnessed the accident, at least one such employee must sign the accident report.
- c. Any employee reporting lost time due to a work-related accident must have a physician's note indicating he/she is unable to work and shall notify his/her immediate supervisor, who shall then notify the appropriate Department personnel and the Business Office as soon as possible.
- d. In cases of employee injury, refer to Section 6.7.

SECTION 12

MISCELLANEOUS POLICIES

12.1 RECEIPT OF GIFTS AND/OR GRATUITIES

District employees shall not accept any gift or gratuity from any person, company, or organization with whom the District transacts any business, or from any person within or outside District employment whose interests may be affected by an employee's performance or non-performance of official duties. A gift or gratuity is defined as an item that would not be considered a business by the District. An employee who receives an unsolicited gratuitous gift is encouraged to donate the item to a non-profit organization on behalf of the employees of the District.

12.2 OUTSIDE EMPLOYMENT

- a. An employee's primary employment responsibility shall be to the District. No employee shall engage in any outside business activities other than his/her regular duties during regularly scheduled working hours. Outside employment which interferes with his/her job performance or results in a conflict of interest for the District or the employee shall be prohibited and shall be grounds for disciplinary action.
- b. If the District Administrator or his/her designee deems that such outside employment is a conflict of interest, he/she will notify the employee in writing stating the reasons for the conflict of interest and a date by which either the outside or District employment must cease.

12.3 SOLICITATION IN THE WORKPLACE

Please see Board Policy KJA, Appendix F

12.4 ANTI-NEPOTISM

The Burlington School District recognizes that employing relatives in positions where one is responsible for supervising or evaluating the work performance of another relative has the potential to create a conflict of interest in the workplace. The purpose of this policy is to prevent those conflicts from occurring in any way. Therefore, it is the general policy of the District that no relatives shall be hired or transferred under the following conditions:

1. When one close relative would supervise or evaluate the other; OR
2. When one close relative would supervise or evaluate the immediate supervisor of the other.

No close relative will be employed within the same division of a department unless approved by the Human Resource Department.

Close relative is defined as, parent, grandparent, spouse, domestic partner, child, sibling, grandchild, aunt, uncle, niece, nephew, parent-in-law, brother/sister-in-law, step-parent, step-child, and any other person closely related or living with the employee.

12.5 CONFLICTS OF INTEREST

Conflicts of interest which arise (or become known) during employment must be avoided to the extent that is reasonably practicable. Employees, who during their employment become the relative or domestic partner of another employee, or who reside with another department employee, are required to immediately report the change to his/her District Administrator. S/he will not be required to leave District employment solely as a result of that change in circumstances. However, employees in such circumstances will be subject to disciplinary action, up to and including dismissal, if any favoritism or other inappropriate action occurs which is attributable to the relationship with the other employee.

Where a conflict of interest has arisen during employment, the employee and the District must take all reasonable and practicable measures to address conflicts of interest, including, but not limited to, changes in supervision, work location, and/or work shift, to avoid the conflict or the appearance thereof. Any steps taken by the District will not be subject to the grievance procedure.

12.6 USE OF PRIVILEGED INFORMATION

In the handling of official duties, employees shall not use privileged and/or confidential information for their own financial advantage or to provide friends, relatives or acquaintances with such advantages. If an employee has an outside financial or personal interest which could be considered a conflict of interest related to District plans or activities, she/he must immediately report the situation to his/her supervisor. Each employee is responsible for insuring that she/he releases only information that is available to the general public. Use of privileged information for private gain is just cause for disciplinary action.

Family Educational and Rights Privacy Act (FERPA) governs confidential information regarding district students. FERPA restricts the availability of information to the general public and employees are responsible for acting in accordance with this law.

12.7 USE OF DISTRICT PROPERTY

a. In General

As District employees, we are all entrusted with the care of any District property that we may use in the course of our employment. For purposes of this policy, the term “property” is intended as an all-inclusive term to cover all items owned, rented, leased or otherwise under the control of the District and to include all office and computer equipment, telephones, machinery, vehicles or any other items. District property shall be used only for official District business or activities and may not be utilized for other purposes without the written approval of the appropriate District Administrator or his/her designee in charge of the equipment or in a manner consistent with the policies provided below. Employees entrusted with the use of District property are responsible for using it in a manner that is appropriate for its use. The defacement, vandalism, destruction or reckless use of District property by an employee is expressly prohibited. Violation of any provision of this policy may result in disciplinary action up to and including dismissal, denial of future access to the future use of the equipment, restitution for any costs to the District, and other civil liability.

b. Equipment & Telephones

- 1) An employee may use District equipment for personal, non-business use only upon specific approval of the District Administrator or his/her designee in charge of the equipment.
- 2) In no case shall an employee permit an individual who is not a District employee to use District equipment
- 3) An employee using District equipment under this Section must assume full liability for it negligent use
- 4) Employee use of District telephones for personal business is discouraged and should be kept to a minimum. Unless an employee has received prior approval from his/her immediate supervisor, an employee shall not make long distance personal calls for which a District Department will be billed. Any long distance personal calls made by an employee and charged against his/her Department's telephone bill, must be reimbursed by that employee.

c. Operation of District Vehicles

- 1) No District vehicle may be used for the personal business of any employee. A District vehicle may be used only with the approval of the District Administrator of the affected department.
- 2) All employees operating a District vehicle must have a valid Vermont driver's license or a Commercial Driver's License ("CDL") as applicable. Any employee who operates a District vehicle in violation of any motor vehicle law is subject to the disciplinary process.
- 3) All employees operating District vehicles are subject to Federal and State regulated drug testing as required.
- 4) All employees operating or riding in District vehicles shall wear a seat belt at all time when the vehicle is being operated.
- 5) There shall be no smoking in any District vehicle.

d. Computer System

- 1) For purposes of this policy, the term "computer system" is intended to be all-inclusive and includes all computer-related components and equipment and telecommunication equipment including but not limited to host computers, file servers, workstation terminals, laptops, software, all internal or external communication networks, the World Wide Web (WWW), the Internet, commercial online services, bulletin board systems, and the internal and external e-mail systems accessed via District computer equipment.
- 2) The computer system is provided to District employees and students for educational purposes and in order to conduct official District business. Occasional, brief, and appropriate personal use that does not interfere with District business or employees' duties is permitted consistent with compliance with this policy. Examples of inappropriate and prohibited personal use include but are not limited to the following: game playing or gambling; administering, promoting, advertising or soliciting commercial businesses or activities; accessing or attempting to gain unauthorized access to internal or external sources by hacking or any unauthorized method; chain letters or communications. The District email and distribution systems shall be used primarily for the transmission of official District business. The

transmission of harassing, embarrassing, indecent, profane, pornographic, obscene or unlawful materials or accessing sites containing such information is expressly prohibited. An employee encountering such material shall immediately notify his/her supervisor.

- 3) **Employees have no right or expectation of privacy regarding anything created, sent or received on the District computer system including e-mail, sites accessed on the Internet or WWW, or any other use of computer equipment. The District may monitor any and all computer transactions and communications in order to evaluate the use of the District's computer system and to ensure compliance with this policy. All files and documents created on the District computer systems shall be considered District property. All computer communications are subject to public disclosure laws.**
- 4) Employees must comply with all software licenses, copyrights, and other state and federal laws governing intellectual property, failure to do so may result in disciplinary action, up to and including discharge.
- 5) In order to protect the safety and security of the District's computer network from computer viruses and other damage or disruption, employees may not utilize software (including discs) from any exterior source, including their personal equipment, on the District's computer equipment without first running a virus check on the in-coming file(s) and or attachments.
- 6) A District Administrator may establish a more stringent policy on computer use if he/she determines that employees' personal use of computer equipment is disruptive to the operations of the Department.

12.8 BUSINESS RELATED TRAVEL

a. GENERAL

Employees using commercial travel shall be reimbursed for said travel, but not at a higher rate than if the District made the purchase directly.

12.9 EMPLOYEE PERSONNEL RECORDS

- a. All personnel actions will be documented to insure accurate maintenance of personnel records relative to an employee's employment history, personal status, and leave information.
- b. Personnel files may be viewed only in the Human Resources Department between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by appointment.
- c. Personnel files will be stored in a secure area within the Human Resources Department. Access to the files must be through a member of the Human Resources Staff. Original records shall be kept in the Human Resources Department, and shall be considered the official version of such documents. As an aid in the performance planning and review process, copies of such documents may be retained (in a secure location) as appropriate. Such copies are subject to all of the same confidential access regulations contained in this section.
- d. All files concerning a terminated employee shall be sent to and stored in the Human Resources Department until disposition under the document retention procedure. In the event that an

employee changes jobs resulting in a change in his/her supervisor, the initial supervisor shall forward all personnel and personnel-related files to the Human Resources Department.

- e. No record of any disciplinary action shall be placed in an employee's file without written notification to the employee.
- f. No information shall be placed in a personnel file, or altered, removed or destroyed thereafter, without the knowledge and permission of the Human Resources Director.
- g. Information that is not relevant to the employee's job performance or otherwise work-related should not be retained in any personnel file.
- h. Other employee information such as medical files, criminal background checks, and electronic record keeping systems shall be stored in separate files in the Human Resources Department and shall be considered confidential to the extent required by law.
- i. In accordance with V.S.A. § 317, as it may be amended and/or interpreted, ". . . `public record' or `public document' means all papers, staff reports, individual salaries, salary schedules or any other written or recorded matters produced or acquired in the course of agency business except: . . . (7) personal documents relating to an individual, including information in any files maintained to hire, evaluate, promote or discipline any employee of a public agency, information in any files relating to personal finances, medical or psychological facts concerning any individual or corporation; provided, however, that all information in personnel files of an individual employee of any public agency shall be made available to that individual employee or his designated representative; . . ."
- j. Personnel files shall be maintained for each District employee and shall be considered confidential to the extent required by law. An employee or the employee's designated representative (designation shall be in writing and signed by the employee) shall have access to all information contained within his/her personnel file during normal business hours by appointment. Additional access to an employee's personnel file shall be given on a "need to know" basis, and limited to the following personnel: the employee's supervisor(s), the employee's District Administrator, the District's legal counsel, and the Human Resources staff.

12.10 EMPLOYEE REFERENCES

District employees shall not provide any professional references on past or current District employees to prospective employers or any other organization or individual. Appropriate personnel in each department may verify information on dates of employment and position(s) held by past or current employees.