

GRAND ISLE SUPERVISORY UNION

CURIOUS | CREATIVE | COURAGEOUS | CAPABLE

**Grand Isle Supervisory Union
Alburgh School District
Champlain Islands Unified Union School District
South Hero School District**

Employee Handbook

**A Guide for Our
Non-Union Employees**

Welcome to the Grand Isle Supervisory Union. We are excited to have you as a member of the team to support the GISU mission of ensuring that all members of the Grand Isle learning community are curious, creative, courageous, and capable of pursuing their aspirations in a diverse and ever-changing world. The Grand Isle Learning Community is located in the beautiful Lake Champlain Islands, the Grand Isle Supervisory Union is comprised of five communities supporting over 950 students. Included are Alburgh Community Education Center, Champlain Island Unified Union School District (comprised of the North Hero and Grand Isle campuses), and Folsom Education & Community Center in South Hero. The GISU Schools specialize in educating grades K-6/K-8, while students in grades 9-12 have the choice of attending High Schools in neighboring counties.

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect for on-call and temporary employees within the Grand Isle Supervisory Union (hereinafter referred to as “GISU”) and its member schools of Alburgh Community Education Center, Champlain Islands Unified Union School District, and Folsom Education and Community Center. Unless otherwise specified, all references to the “GISU” will assume inclusion of these member schools and the GISU. The handbook is designed to introduce you to our family of schools, familiarize you with our common policies, procedures and practices and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract.

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

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

In addition to this Handbook, all employees will follow all local policies, procedures, and expectations of the building they are working in at all times.

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Part 1 – Employment

Your Employment Relationship with Us

The GISU offers formal employment contracts to all staff members including non-union members. This handbook is intended for all non-union staff members.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate you to continue your employment for a specific period of time. Neither does the Handbook guarantee any prescribed process for discipline and discharge.

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

Employment Classifications

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

Full Year Employees: employees who work 260 days per year.

Extended Year Employees: employees who work more than 188 days per year but fewer than 260 days per year.

School Year Employees: employees who work for the school year up to 188 days.

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

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

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

Exempt Employees: Salaried employees earning at least the required amount per week designated by the US Department of Labor, who hold an administrative, professional, or executive position. Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). Job titles do not determine exempt status. In order to be exempt, an employee's specific job duties and

salary must meet requirements established by the U.S. Department of Labor. The responsibility for determination of exempt status rests with the GISU.

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

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

Equal Employment Opportunity

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

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

Discrimination Against Individuals with Disabilities

The Federal Americans with Disabilities Act (ADA) and State law prohibit discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the GISU's right to hire the best-qualified applicant, but it does prohibit discrimination against

a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of policy, the GISU prohibits discrimination of any kind against people with disabilities.

Disabled Defined

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

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

Reasonable Accommodation

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

Qualified applicants or employees who are disabled should request reasonable accommodation from the GISU Human Resources Department in order to allow them to apply for a particular job, perform an essential function of the position, or enjoy the benefits and privileges of employment. If you have a disability and you wish such reasonable accommodation, contact Human Resources. We will ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine whether you have a qualifying disability and, if so, the viable options for reasonable accommodation. Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, we do not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. There may be some instances where there is no reasonable accommodation that would enable you to perform the essential functions of your job.

Part 2 - Workplace

Communications and Open-Door Culture

One of GISU's objectives is to maintain productive and positive relationships between staff members. Our employees are our most important resource. In order to maintain quality relationships, and positive employee relations, we have an "open door culture" at all levels of management. Employees are encouraged to express their opinions, concerns, and suggestions regarding the workplace directly

to the appropriate Building Administrator, or to Human Resources. The GISU is eager to assist in the resolution of employee concerns, and to consider ideas for making our district even better.

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

Hours of Work

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

Overtime

The GISU will provide overtime compensation to non-exempt employees (see "Employment Classifications" in Part 1 for clarification of non-exempt) for hours *worked* in excess of 40 per week, in accordance with Federal and State labor law for municipalities. Overtime work is not allowed without prior approval by your building administrator.

Attendance, Punctuality and Absence Notification

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

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you must request time off following the building procedure so that it may be approved by the designated administrator and/or the superintendent (or his/her designee). If your absence is unexpected, you should attempt to reach your building administrator or follow your local procedure as soon as possible, but no later than one hour before you are due at work. In the event your building administrator is unavailable, you must speak with their designee, or leave a voicemail

providing a number where you may be reached if need be. Leaving a voicemail or message with another staff member does not qualify as notifying your building administrator.

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

The use of unpaid time off is strictly prohibited. Employees who have exhausted their paid time off, will be subject to corrective action. The School Board or their designee has the sole discretion to authorize unpaid time off outside of legally protective leave. Some, but not all, absences are compensated under your school's leave and benefits policies described in Part 5, Holidays, Vacation and Other Leave.

Inclement Weather

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

Dress Code and Public Image

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

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

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace free of non-essential clutter provides an environment conducive to working efficiently and safely. Employees should keep in mind that their workspace is part of a professional environment that portrays our overall dedication to providing quality service to our students and community members.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the GISU and can only be removed from the office with prior approval from your building administrator

for work-related purposes. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action. Contact ithelp@gisu.org for technology malfunctions.

Office equipment is intended to be utilized only for the GISU or school's business purposes. Office equipment is to be returned to the building administrator when you are done using it. It should be turned in in the same condition it was administered to you.

Internet Access, Email and Phone Use

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

Your work Internet, email and phone systems are the property of the GISU. As such, any communications and individual connections on these systems, whether personal or business-related, may be monitored and reviewed by the GISU or its service providers. Employees should have no expectation of privacy in any communications utilizing business property and are encouraged not to use business property and accounts for personal use.

Responsibilities and Obligations

It is expected that if you are given access to an employer-issued email, you will check that email minimally- once per workday. Employer-distributed updates and memos will be distributed via email and it is important that employees check their emails for notifications from the employer.

It is expected that you follow communication etiquette within your email and interactions. This includes using professional conduct and language. It is also expected that you reply to messages within a timely manner. It is expected that you reply to emails and phone calls within two business days. When away from email or phone calls for extended periods, it is expected that you set an out-of-office notice on your email and voicemail.

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

You must respect and comply with copyright laws and intellectual property rights of both the GISU/school and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded

from the Internet without the prior approval of qualified persons within the GISU. Contact ithelp@gisu.org for prior approval.

Violation of this Policy

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

Personal Cell Phone Use

It is the expectation that employees follow the expectations of the local building.

Personnel Records

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

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

No Solicitation

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

Smoking

In accordance with State law and the GISU's school's tobacco prohibition policy, smoking is strictly prohibited on school grounds and at school sponsored activities. School grounds means any property or facility owned or leased by the school and used any time for school-related activities, including but not limited to school buildings, school buses, areas adjacent to school buildings, athletic fields and parking lots. School sponsored activities means activities including but not limited to field trips, project

graduation events, sporting events and dances. Employees who violate this policy will be subject to disciplinary action.

Drug-Free Workplace

The GISU takes seriously the problem of drug and alcohol abuse and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees, students, and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. Employees may not engage in any substance use while on school grounds or at school sponsored activities, or at any time and any place during work hours. Doing so will most likely result in termination. Please refer to GISU Policy B3- Alcohol & Drug-Free Workplace.

Substance Abuse

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

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

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

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

Workplace Safety

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

As an employee, you have a duty to comply with the GISU's safety rules and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions and use safety equipment where required. Your workspace should be

kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a member of administration.

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

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

Please refer to www.gisu.org; the incident reporting guidelines are located under the Human Resources section.

Travel

Employees who are authorized by a building administrator to operate his/her own vehicle on job-related business will be reimbursed at the current IRS rate per mile upon submission of an expense report. Overnight accommodations and other expenses to attend meetings or conferences must receive advanced approval from the building administrator and Superintendent in accordance with the established accounting processes as can be found in the Accounting & Procedures Manual found at www.gisu.org under the Business Section.

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

Workplace Harassment

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

reporting procedures, and administrative responsibility and action can be found in Appendix B at the end of this handbook.

Penalties for Violation of Harassment Policy

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

Part 3 – Compensation and Performance

Payroll Practices

Employees are paid bi-weekly on Friday on the same pay schedule established for the teachers within the Union Master Agreement.

Salary Deductions and Withholding

The GISU will withhold the following from your paycheck:

Taxes

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

Insurance & other Contributions

Your contribution to health, dental or other insurance premiums for yourself and any eligible family members, or to other contributory benefit programs such as the 403b savings plan or section 125 plan, if applicable.

Direct Deposit

Direct deposit of your paycheck directly into your bank account is strongly encouraged. Please contact Human Resources or Payroll for the direct deposit form.

Performance Reviews and Salary Reviews

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

with our employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the GISU and its member districts at its discretion.

Part 4 – Benefits

General

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

The following benefit programs may be available to eligible employees. Please refer to Appendix C for your eligibility. Cash in lieu of participation in these plans is not available for non-unioned employees unless outlined in your individual contract.

- Health Insurance
- Dental Insurance
- Life and Accidental Death and Dismemberment (AD&D) Insurance
- Long Term Disability Insurance
- Workers Compensation Insurance
- Flexible Spending Account
- Dependent Care Reimbursement Arrangement
- 403(b) through Prudential
- Paid Time Off (see Part 5, Vacations, Holidays and Other Leaves)

Waiting Period

Full-time employees are eligible to participate in the various insurance programs offered by the GISU and its member districts on the first of the month following their first day of employment. There will be an annual Open Enrollment period. If you decline to participate in these programs on your initial

eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Employee Contributions

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

Late Applicants

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

Open Enrollment

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

Special Enrollment

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

Continuation of Health Coverage

A Federal law commonly referred to as COBRA requires the GISU to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked,

death, divorce, and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Part 5 – Vacation, Holidays and Other Leave

Vacation

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

Eligibility

Full Year employees earn vacation time as detailed in individual contracts.

Eligibility is determined by the employee's most recent period of continuous full-time employment. Part-time, full year employees may earn vacation on a pro-rata basis.

Vacation days must be used within the Fiscal year they were earned. You will not be compensated for any earned, unused vacation time not used in the fiscal year it was earned. The end of the Fiscal Year is June 30th.

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

Vacation Approval Procedure

Employees will submit the request for use of vacation time following the building procedure so that it may be approved by the designated administrator and/or the superintendent (or his/her designee). In the event of a conflict in vacation requests, the Superintendent, Building Administrator or supervisor will consider the departmental staffing needs during the relevant period. A rotating schedule may also be implemented. Changes to vacation requests can be approved by the immediate supervisor or building administrator based upon office staffing levels, workload and a first-come, first-served basis.

All vacation time given to the employee will be available for use by the employee on July 1 of the Fiscal year.

Upon termination, unused accrued vacation and sick time will not be paid to the employee.

Personal Leave

For personal leave per fiscal year, please refer to individual contract for eligibility. Personal leave is intended for important personal business, which cannot be scheduled during the employee's non-working time. Personal leave cannot be carried over from year to year.

Sick Leave

Full time employees accrue sick leave as detailed in individual contract. Sick time may be used for an employee's own illness or injury, or that of an employee's spouse, child or civil union partner, parent or parent-in-law. In some circumstances, sick time will run concurrently with Family and Medical Leave (see Family and Medical Leave section below).

Sick leave will be prorated for regular part time employees.

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

Holidays

The GISU observes several holidays throughout the year.

Non-union school-year support staff have the following paid holidays: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, New Year's Day, Martin Luther King Jr. Day, and Memorial Day. Non-union full-year and extended year support staff have access to floating holidays as outlined in their contract to be taken on days when students and/or teachers are not in session or with the permission of their supervisor.

Religious Observance

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

Bereavement Leave

Employees shall be granted up to five (5) paid days unless specified differently in the individual contract for the death of each member of the immediate family. Immediate family for the purposes of this benefit shall include: father, mother, brother, sister, son, daughter, step-child, step-parent, spouse/civil union partner, grandparent, aunt, uncle, in-laws, or resident member of the employee's household.

Said leave may be extended at the discretion of the Superintendent and shall not be deducted from any other leave benefit.

Civic Duty Leave

Jury Duty

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

If you are either released by the court before your regular hours of employment are over or are able to report to work before the court duty is required, you are required to report to work.

The GISU will compensate you at your regular daily rate. No payment will be received through the court.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use accrued vacation or personal leave for this purpose.

Family and Medical Leave

Overview

The GISU follows all requirements of the Federal Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA). FMLA and VPFLA leaves are generally granted qualifying employees up to 12 work weeks (60 days) of unpaid leave for any qualifying circumstances or condition. Intermittent leave may be granted in the event of a medical necessity. Notice of your rights under these acts is posted on www.gisu.org and at individual work sites and can also be found at the GISU Central Office and in each school building. A member of the Human Resources department will guide you in

completing appropriate forms for the leave. GISU utilizes a rolling calendar for FMLA/VPFLA. This means that the one-year period in which you are entitled to 12 weeks of leave begins on the first day of usage.

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

FMLA-Family Medical Leave Act

Eligibility

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

Family and Medical Leave

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

Military Caregiver Leave

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

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

Qualifying (Military) Exigency Leave

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

during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

VPFLA - Vermont Parental and Family Leave Law

Eligibility

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

Parental Leave

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

Family Leave

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

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

Short Term Family Leave

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

Special School Rules for Instructional Employees

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

Notice Requirements

You must provide us with appropriate notice to take FMLA/VPFLA Leave, if you know in advance that you will need FMLA/VPFLA leave, you must notify your building administrator and the GISU Human Resources Department at least 30 days in advance. If you learn of your need for leave less than 30 days

in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When the need for FMLA/VPFLA Leave comes up unexpectedly (for example, if a family member is injured in an accident), you must inform your building administrator and Human Resources as soon as you can.

In the case of planned medical treatment, in addition to providing no less than 30 days' notice, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt operations.

Payment While on FMLA/VPFLA

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

Continuation of Benefits While on FMLA/VPFLA

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

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

Workers' Compensation Leave

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

Part 6 – Separation from the GISU

While the GISU offers annual contracts to non-union employees, employment with the GISU is at-will. This means that either the employee or the GISU can terminate the employment relationship at will, at any time, either with or without cause or advance notice. Generally, separation is for one of the following reasons:

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

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

Termination of Benefits

Benefits will terminate at the end of the month of the last day of employment. Human Resources will mail COBRA information to terminated employees within 60 days.

Return of GISU Property

Should a termination of employment occur, either voluntary or involuntary, the employee must return all GISU-owned property, including equipment (for example: keys, computer, and tools) and manuals to their building administrator or designee. Employees are responsible for all unreturned GISU-owned property.

Final Paycheck

The GISU will issue a final paycheck on the last regular payday, or within 72 hours in the event of an immediate discharge.

Unused sick days and unused floating holidays have no cash value and are not paid upon termination.

Vacation days may not be used as part of a notice period or to extend employment.

APPENDIX A - Staff Directory & School Directory

Grand Isle Supervisory Union

GISU Central Office - 224 US Route 2 Grand Isle, VT 05468

Phone – (802)372-6921 Fax – (802)372-4898

Superintendent: Michael Clark (ext. 2001)

Executive Assistant to the Superintendent & Human Resources: Erin Dye (ext. 2002)

Business Manager: Megan DeVinny (ext. 2003)

Finance Account Specialist: Michelle Hetling (ext. 2004)

Accounting Associate: Tricia Webb (ext. 2005)

Food Service & Medicaid Coordinator: Cindy Edwards (cedwards@gisu.org)

Grants Manager & Summer Coordinator: Alyssa Dosztan (adosztan@gisu.org)

Director of Technology & Information Services: Dave Brisson (ithelp@gisu.org)

Network Administrator: Greg Smith (ithelp@gisu.org)

Data Specialist/IT Support: Dave Mills (ithelp@gisu.org)

Director of Student Support Services: Nick DeVita (ext. 2006)

Assistant to the Director of Student Support Services & Assistant to Curriculum, Instruction & Technology: Andrea Santiago (ext. 2000)

Director of Curriculum, Instruction & Technology: Megan Grube (ext. 2007)

GISU - District #24 Member School Directory

Alburgh Community Education Center

Principal: Marlon Maylor

Phone: (802)796-3573

Executive Assistant to the Principal: Wendy Savage

Folsom Community & Education Center

Principal: Susan McKelvie

Phone: (802)372-6600

Administrative Assistant: Susan McNayr

Champlain Islands Unified Union School District

Grand Isle Campus

Principal: Ashley Hanlon

Phone: (802)372-6913

Admin. Assistant: Pam Leonard

North Hero Campus

Principal: Amanda Ellison

Phone: (802)372-8866

Admin. Assistant: JoAnn Tier

Prevention of Employee Harassment

CODE B5 (Mandatory)

CODE B5 - EMPLOYEE HARASSMENT

Policy

Harassment is a form of unlawful discrimination that will not be tolerated in the Grand Isle Supervisory Union and its member school districts. Unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct constituting harassment as defined herein and by state and federal law violate this policy. Retaliation against any person raising good faith allegations of unlawful harassment or against any witness cooperating in an investigation pursuant to this policy is prohibited.

A. Definitions

1. **Employee:** For purposes of this policy, any person employed by and subject to the direct supervision of the district or supervisory union.
2. **Unlawful Harassment:** Verbal, written or physical conduct based on an employee's race, religion, color, national origin, marital status, sex (including pregnancy), sexual orientation, gender identity, age, political affiliation, ancestry, place of birth, genetic information or disability which has the purpose or effect of substantially interfering with an employee's work or creating an intimidating, hostile or offensive environment.
3. **Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - b. Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting such individual; or
 - c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
4. **Retaliation.** Retaliation is adverse action taken against a person for making a complaint of unlawful harassment or for participating in or cooperating with an investigation.

B. Examples

Unlawful harassment can include any unwelcome verbal, written or physical conduct which offends, denigrates, or belittles an employee because of the employee's race, religion, color, national origin, marital status, sex (including pregnancy), sexual orientation, gender identity, age, ancestry, place of birth, genetic information or disability. Such conduct includes, but is not limited to: unsolicited derogatory remarks, jokes, demeaning comments or behavior, slurs, mimicking, name calling, graffiti, innuendo, gestures, physical contact, stalking, threatening, bullying, extorting or the display or circulation of written materials or pictures.

Sex

Sexual harassment may include unwelcome touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, pressure for sexual activity, display or sending of pornographic pictures or objects, obscene graffiti, and spreading rumors related to a person's alleged sexual activities.

Race and Color

Racial or color harassment may include unwelcome verbal, written or physical conduct directed at the characteristics of a person's race or color such as nicknames emphasizing stereotypes, racial slurs, and negative references to racial customs.

Religion

Harassment on the basis of religion includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's religion or creed such as derogatory comments regarding surnames, religious tradition, or religious clothing, or religious slurs.

National Origin and Place of Birth

Harassment on the basis of national origin includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's national origin or place of birth such as negative comments regarding surnames, manner of speaking, customs, language or ethnic slurs.

Age

Age harassment includes unwelcome verbal, written or physical conduct directed at someone (an applicant or employee) age 40 or older, such as offensive remarks about a person's ability to perform certain tasks because of his or her age.

Marital Status

Harassment on the basis of marital status includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's marital status, such as comments regarding pregnancy or being an unwed mother or father.

Sexual Orientation

Harassment on the basis of sexual orientation includes unwelcome verbal, written or physical conduct directed at the characteristics of a person's sexual orientation.

Gender Identity

Harassment on the basis of gender identity includes unwelcome verbal, written or physical conduct directed at an individual's actual or perceived gender identity, or gender-related characteristics intrinsically related to an individual's gender or gender identity, regardless of the individual's assigned sex at birth.

Disability

Disability harassment includes any unwelcome verbal, written or physical conduct directed at the characteristics of a person's disabling mental or physical condition such as imitating manner of speech or movement, or interference with necessary equipment.

Genetic Information

Genetic information harassment can include, for example, making offensive or derogatory remarks about an applicant or employee's genetic information, or about the genetic information of a relative of the applicant or employee. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about family medical history.

D. Procedure

1. **Duty to Investigate.** In the event the district or supervisory union receives a complaint of unlawful harassment of an employee, or otherwise has reason to believe that unlawful harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The Grand Isle Supervisory Union and its member districts are committed to take action if information regarding potential unlawful harassment is learned, even if the aggrieved employee does not wish to file a formal complaint.
2. **Designated Persons.** Every employee is encouraged to report any complaint of or suspected acts of unlawful harassment. Unlawful harassment should be reported to the non-discrimination coordinators or to the principal at the following address and telephone number:

Non-Discrimination Coordinators: Erin Dye, Human Resources
Address: 224 US Route 2, Grand Isle, VT 05458
Telephone number: (802)372-6921 ext. 2002

For Alburgh School District

Principal: Marlon Maylor
Address: 45 Champlain St., Alburgh, VT 05440

Telephone Number: (802)796-3573

For Champlain Islands Unified Union School District

Principal: Amanda Ellison and/or Ashley Hanlon

Address: Grand Isle Campus: 224 US Route 2, Grand Isle, VT 05458; North Hero Campus: 6441 US Route 2, North Hero, VT 05474

Telephone number: Grand Isle Campus: (802) 372-6913; North Hero Campus; (802)372-8866

For South Hero School District

Principal: Susan McKelvie

Address: 75 South St., South Hero, VT 05486

Telephone Number: (802)372-6600

3. **Investigation.** Allegations of unlawful harassment will be promptly investigated by a non-discrimination coordinator or his/her designee. At the outset of the investigation, the complainant shall be provided with a copy of this policy. If the allegations are found to have been substantiated by the investigator, the district or Supervisory Union will take appropriate disciplinary and/or corrective action. The non-discrimination coordinator or his/her designee will inform the complainant(s) and the accused(s) whether the allegations were substantiated. The accused(s), the complainant(s) and any witness(es) shall be warned against any retaliation. If, after investigation, the allegation is found not to have been substantiated, the complainant(s) shall be informed of the right to contact any of the state or federal agencies identified in this policy.
4. **Filing a Complaint.** Employees are encouraged to report the alleged unlawful harassment as soon as possible to the non-discrimination coordinators or the principal.
5. **Alternative Complaint Processes.** Employees may file complaints with both the district or supervisory union and with state and federal agencies. If employees are dissatisfied with the results of an investigation, they may file a complaint with state and federal agencies. The agencies are:
 - a. Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, VT 05602, tel: (802) 828-3171. Complaints should be filed within 300 days of any unlawful harassment.
 - b. Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, tel: (617)565-3200 (voice), (617)565-3204 (TDD). Complaints should be filed within 300 days of any unlawful harassment.

6. Confidentiality. Witnesses, complainant and the accused shall keep confidential matters related to the charge of unlawful harassment.

	<i>GISU</i>	<i>Alburgh</i>	<i>CIUUSD</i>	<i>South Hero</i>
<i>Date Warned</i>	<i>7/22/2019</i>	<i>7/15/2019</i>	<i>6/11/2019</i>	<i>6/20/2019</i>
<i>Date Adopted</i>	<i>8/27/2019</i>	<i>9/16/2019</i>	<i>7/9/2019</i>	<i>8/8/2019</i>

Legal Reference(s): 9 V.S.A. §§4502 et seq. (Public accommodations)
16 V.S.A. 11(a)(26) (Definitions)
21 V.S.A. §§495 et seq. (Unlawful employment practice, sexual harassment)
42 U.S.C. §§2000e et seq. (Title VII of the Civil Rights Act of 1964)
29 C.F.R. 1604.11 (Equal Opportunity Employment Commission)

Cross Reference: Harassment, Hazing & Bullying of Students
Board Commitment to Non-Discrimination

Appendix C

Benefit Availability Matrix

Classification	Health	Dental/ Vision	Life/ AD&D	Long Term Disability	Worker's Comp	Flexible Spending Account	Dependent Care Reimbursement Account	403(b) – Prudential – employer contribution
GISU Full Year Staff	X	X	X	X	X	X	X	
GISU extended Year Staff	X	X	X	X	X	X	X	
GISU School Year Staff	X	X			X	X	X	
Alburgh Full Year Staff	X	X	X	X	X	X	X	X
Alburgh Extended Year Staff	X	X	X	X	X	X	X	
Alburgh School Year Staff	X	X	X	X	X	X	X	
CIUUSD Full Year Staff	X	X	X	X	X	X	X	
CIUUSD Extended Year Staff	X	X	X	X	X	X	X	
CIUUSD School Year Staff	X	X	X	X	X	X	X	
South Hero Full Year Staff	X	X			X	X	X	X
South Hero Extended Year Staff	X	X			X	X	X	X
South Hero School Year Staff	X	X			X	X	X	

Acknowledgement of Receipt of Grand Isle Supervisory Union Employee Handbook

I acknowledge that I have received a copy of the Grand Isle Supervisory Union Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the GISU.

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

Signature

Date

Please print your full name

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