

DRAFT



**OF EMPLOYEE HANDBOOK OF  
A GUIDE FOR OUR EMPLOYEES**

APPROVED BY THE **TWO RIVERS SUPERVISORY UNION BOARD**

APPROVED BY THE **GREEN MOUNTAIN UNIFIED SCHOOL DISTRICT BOARD**

APPROVED BY THE **LUDLOW MOUNT HOLLY UNIFIED UNION SCHOOL DISTRICT BOARD**

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## **TRSU Vision Statement**

*Students and adults of the Two Rivers Supervisory Union will collaborate, think critically, acquire and apply knowledge and solve problems creatively.*

Dear Employee,

We welcome you to the Two Rivers Supervisory Union. Our supervisory union was established in July of 2013. We take great pride in the work we've accomplished to date. We're glad you have chosen to join us and contribute to the work ahead. We wish you every success in your new or current position. This Handbook was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding.

Meg Alison Powden  
Superintendent

## EXPLANATION OF THIS SUMMARY OF BENEFITS AND PRACTICES

This summary has been prepared to give you a general overview of the employment benefits, practices and procedures currently in effect in Two Rivers Supervisory Union and its Districts; review and familiarization with this summary is your responsibility. Some areas are self-explanatory while others may need further explanation. The Superintendent's Office is prepared to assist you in this area.

The contents of this Summary are represented as a matter of information only. The language used in this Summary is not intended to create, nor is it to be construed to constitute a contract between TRSU and any one or all of its employees. The TRSU reserves the right to add to, change or discontinue any aspect of its employment benefits and practices, programs, policies or procedures, in whole or in part, at any time, with or without notice. Should changes occur, the Supervisory Union Office will make every reasonable effort to inform you as soon as possible.

**The benefits outlined in this summary will pertain to all SU and District employees unless specifically referenced or changed in contracts that are individually negotiated with the TRSU or Districts Boards or covered by a collective bargaining agreement.**

*As will employment?*

# 1. EMPLOYEE CLASSIFICATIONS

## 1.1 General Comments

TRSU must abide by various state and federal wage and hour laws. Certain categories of employees covered by these laws are referred to as "exempt" employees; other employees who are covered by these laws are called "non-exempt" employees. In addition to various record keeping requirements, the wage and hour laws typically require that non-exempt employees be paid a ~~premium~~ overtime rate for all time worked in excess of forty (40) hours per week. The overtime rate is one and one-half (1 1/2) times an employee's regular hourly rate.

*Comp time!*

## 1.2 Definitions:

**Full-time staff** = 1.0 FTE (Full-Time Equivalent) = 40 hours per week

**Part-time staff** = .10 - .90 FTE (Full-Time Equivalent) Employees at .50 FTE and above will be eligible for benefits on a prorated basis. (Where multiple contracts are issued, use combined FTE.) *not clear - may not be allowed under VERA for benefits*

Part-time employees (below .50 FTE) are not eligible for Supervisory Union paid benefits, with the exception of the 403(b) plan, except as required by law. Any employee who works 1,000 hours per year or more may participate in the 403(b) plan.

**Full-Year Staff** = Working on a 12 month basis.

**School-Year Staff** = per individual school Employment Agreements.

**PRN (Pro Re Nata; "as needed")** = substitutes, summer services tutors, school-year tutors, after school coaches, and any stipend positions do not qualify for many benefits, (see individual contracts). PRN employees are those hired into a position for which the customary annual employment is 6 months or less.

If your status changes from temporary or PRN 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 that require a minimum term of employment.

?

## 1.3 Job Classifications:

**Administrative** - those employees who work in the schools in clerical, administrative assistant, receptionist, office management support positions. These may be school year or full year positions as defined in their Employment Agreement.

**Central Office Staff** - Those employees who work in the Central Office of the Supervisory Union as Administrators or staff.

**Certified Professionals** - Principals, Associate/Assistant Principals, Guidance Directors, any Salaried Certified Professional.

**Certified Staff** - Those non-teaching, hourly paid employees who have professional certifications.

**Specialized Staff** - Those non-teaching employees who are Department Supervisors, Program Directors or IT Professionals. These may be school year or full year positions.

## 1.4 Exempt Employees

As noted above, the wage and hour laws do not generally cover exempt employees. Exempt positions are typically those that require licensure from the Agency of Education, or are professional or supervisory in nature (e.g., teachers and administrators). Exempt employees are typically paid on a salary basis with no records kept of the specific hours worked and are not eligible for overtime. Exempt employees may work on a school-year or twelve month basis as well as a full-time or part-time basis.

An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position.

## 1.5 Non-Exempt Employees

Non-exempt employees covered by the wage and hour laws are paid on an hourly basis and will receive overtime for all hours worked in excess of forty (40) hours per week. Any overtime worked must be approved in advance by the appropriate administrator or supervisor. Non-exempt employees may be employed on a school-year or a twelve month basis, as well as a full-time and part-time basis.

## 1.6 Immigration Law Applicable to All Employees

The Supervisory Union complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Supervisory Union is required by law to terminate your employment.

## 2. INSURANCES

The insurance coverages summarized below are provided by TRSU subject to the eligibility requirements and regulations of the insurance carrier itself.

The SU or District will pay 80% of pro-rated Health Insurance premium costs up to and including family coverage for employees who work 1.0 FTE or less, but not less than .50 FTE. These employees may participate in these insurance plans, subject to the insurance carrier's regulations, provided she/he pays the difference in pro-rated cost of the insurance premiums.

★ ~~As of January 1, 2018~~, the SU or District will pay 80% of the monthly premium payment for the VEHI Gold CDHP Plan with an annual matching deposit into a Health Savings Account of up to \$1,250 for Single Plan or \$2,500 for a 2-person or family plan. Two Hundred and Fifty Dollars (\$250) will initially be deposited into a Health Savings Account for a Single Plan; Five Hundred Dollars (\$500) will initially be deposited into a Health Savings Account for a 2-person or family plan. Any dollar amount deposited into the Health Savings Account by the employee beyond the initial deposit by the District will be matched by the District up to the amount indicated above.

★ These ~~benefits~~ <sup>benefits and cost shares</sup> may change as a result of the state Health Care Commission negotiations. The SU and Districts will ~~continue~~ follow the agreement.

any other supervisors?

may change.

In order to meet the exempt status requirements there is also a weekly minimum salary amount set by federal regulation.

Made by The Association on their effective date

If an employee selects and is enrolled in the CDHP Gold Plan and are also covered by Medicare, the district will fund an HRA account with the same funding as the maximum funding of an HSA.

If an employee selects a plan other than the CDHP Gold Plan, the district will contribute an amount equal to the dollar amount of the premium contribution for the CDHP Gold Plan only. Employee is responsible for any difference in the premium. There will be no funding of an HSA or HRA by the district.

The SU or Districts will not provide payment of benefits for employees who work less than .50 FTE.

The SU or District Boards will provide an annual reimbursement as defined by the individual Districts or the pro-rated share thereof, based on the employee's FTE, to any qualified employee who waives the health insurance coverage offered by the Boards, provided said employee provides evidence that she/he has other health insurance coverage. Application must be made to the Superintendent by May 1<sup>st</sup> and will be paid in equal installments each pay period during the year for which the waiver was approved.

In the event that a married couple are both employed by SU or Districts, the Boards shall be obligated to provide only one insurance plan to one employee to cover both; and no "in lieu of" payment will be paid to the 2<sup>nd</sup> employee.

Dental Insurance – Coverage is defined by the hiring District or SU and is outlined on annual employment agreement.

Life Insurance – Coverage is defined by the hiring District or SU and is outlined on annual employment agreement.

### **Late Applicants**

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these 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 periods. *or if eligible for special enrollment due to a major life event see special enrollment*

### **Open Enrollment**

The Open Enrollment period allows employees to add or change their benefits coverage. Applications for Medical Plan, Dental Plan, Health Care or Dependent Care Flexible Spending Accounts, Health Reimbursement Account, Health Savings Account Contributions, 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 generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

Open enrollment for the SU and Districts will be at the end of the calendar year (mid-November thru mid-December) for a January 1<sup>st</sup> effective date.



## Special Enrollment

Special Enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding Special Enrollment, please refer to your Summary Plan Description.

*to make changes to their coverage, including these*

## Continuation of Health Coverage (COBRA) - Consolidated Omnibus Budget Reconciliation Act

Federal law generally requires employers with 20 or more employees to give employees, spouses ~~(including same-sex spouses)~~ and dependent children the right to continue group health benefits at their own expense 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.



### 3. LEAVE

#### 3.1 General

TRSU expects regular attendance by all of its employees in order to maintain a stable staffing level and provide the expected level of services. The paid leaves of absence noted in this section are provided to all 1.0 FTE employees. Employees who work .50 FTE or more, but less than 1.0 FTE shall be provided these benefits on a prorata basis. Employees who are under .50 FTE are not eligible. TRSU will adhere to Federal and State laws governing ~~the~~ Family Medical Leave Act (FMLA). *(FMLA & VPFZA)*

#### 3.2 ~~FMLA~~ - Federal Medical Leave Act

Leave that qualifies for Family and Medical Leave Act protection will be administered in accordance with federal and state laws. To be eligible for FMLA leave benefits, the employee must have been employed in the district for at least 12 months and have been employed for at least 1,250 hours of service during the 12 month period immediately preceding the leave, be employed at a worksite where 50 or more employees are employed by the district within 75 miles of that worksite and provide the district at least a 30-day notice of any expected absence for foreseeable circumstances, if practical.

*Add state requirements*

#### 3.3 Sick Leave

Full Year Employees in all job classifications shall be eligible for fifteen (15) paid sick days, or their prorated share that may be used for personal illness, physical disability, including disabilities connected with or resulting from pregnancy, obtaining medical services, or family illness. An employee must be employed consecutive years to be eligible to accumulate unused sick days from each previous year of employment with TRSU to a maximum of ninety (90) absence days. TRSU retains the right to request a doctor's verification of any illness or disability at its discretion.

School Year Staff are eligible for twelve (12) sick days, cumulative to 30 days, except if an employee currently has accumulated over 30 days under a prior agreement, they will be allowed to use that accumulation and no more, while any new accumulations will be limited to 30 days.

*Add VPFZA*

3.4 **Jury Duty**

An Employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.

3.5 **Personal Leave**

Full-Year Employees in all job classifications shall be eligible for paid leaves for five (5) days or their prorated share that may be used for personal business which could not be otherwise conducted outside of normal working hours. [These days may not be accumulated from one contract year to any other contract year(s)].

School Year Employees shall be eligible for three (3) personal days.

3.6 **Bereavement Leave/Emergency Leave**

Full Year Employees will be allowed up to five (5) days of paid leave and School Year Employees will be allowed up to three (3) days of paid leave when there is a death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, and in-laws; or as defined by law. Emergency leave will be allowed in the event of unforeseen circumstances.

3.7 **Workers' Compensation**

In the event that an employee sustains an on-the-job injury which is compensable pursuant to the Workers' Compensation Statute, the employee may utilize paid sick leave only to the extent necessary to offset the difference between the Workers' Compensation benefit and the employee's regular (straight time) earnings.

4. **VACATIONS**

Only Full-time, Full Year staff shall be eligible for paid vacation time as noted below after completing the noted period of employment. All vacation time will become available for use on or after July 1<sup>st</sup> of the fiscal year (July 1<sup>st</sup> - June 30<sup>th</sup>) in which it was earned. The scheduling of vacation must be approved by supervisor. Vacation days not used during a fiscal year may be held over after July 1<sup>st</sup> and taken before the start of the new school year.

Completed Years of Continuous Employment	Vacation Leave
1 - 4	10 days
5 - 9	15 days
10 +	20 days (maximum)

**Procedure for submitting for vacation time:**

Requests for vacation time should be submitted to your supervisor via the District Portal as soon as you know when you wish to schedule your vacation, but in no less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated so that sufficient staff is available to provide adequate coverage at all times, and there may be Supervisory Union-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in

X

Handwritten notes: "School Year", "Somewhat redraft make it clear", "The only difference between SY & FY is the # of days", "like this", "any examples such as Act of Nature?"

Handwritten note: "Add all employees required to report immediately or within 24 hrs"

Handwritten note: "\* are unearned but used 4 term 6/30"

vacation requests, your supervisor will consider the District staffing needs during the relevant period, as well as the length of service of the employees involved.

School-Year Employees are not eligible for vacation time.

5. **HOLIDAYS**

All Full-time, twelve month exempt and non-exempt employees shall be eligible for twelve (12) paid holidays noted below. Any Exempt and non-exempt employees who work .50 FTE or more, will receive ~~holiday pay~~ <sup>plus holidays</sup> on a pro-rated basis. Employees who work less than .50 FTE will not receive paid holidays. When a holiday occurs on a Saturday or Sunday, it shall be observed either on the preceding Friday or the following Monday at the discretion of the Superintendent. An employee must have worked the days immediately before and after the holiday to be eligible for holiday pay, unless the employee was on vacation.

Regular School Year Employees are eligible for 8 paid Holidays.

School Year Certified Staff are not eligible for paid Holidays.

Holidays observed include:

**Full Year Staff**

- *New Year's Day and Work Day Before*
- *Martin Luther King Day*
- *President's Day*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Veterans Day*
- *Thanksgiving Day & Day After*
- *Christmas Day & Work Day Before or After depending on the year*

**School Year (non-certified) Staff**

- *New Year's Day*
- *Martin Luther King Day*
- *President's Day*
- *Memorial Day*
- *Labor Day*
- *Thanksgiving Day & Day After*
- *Christmas Day*

JOB CLASS	SICK DAYS		PERSONAL DAYS		HOLIDAYS		VACATION DAYS	
	School Year	Full Year	School Year	Full Year	School Year	Full Year	School Year	Full Year
Administrative	12 (30)	15 (90)	3	5	8	12	NA	See Chart
Central Office	12 (30)	15 (90)	3	5	8	12	NA	See Chart
Certified Professional	12 (30)	15 (90)	3	5	8	12	NA	See Chart
Certified Staff	12 (30)	NA	3	NA	NA	NA	NA	NA
Specialized	12 (30)	15 (90)	3	5	8	12	NA	See Chart

6. TUITION/CONFERENCE REIMBURSEMENT

At the discretion of the Superintendent, each full-time employee shall be eligible for reimbursement of the cost of satisfactorily completed college courses, resulting in a grade B or better, conferences, and workshops. Such current courses or conferences must be directly related to the employee's current TRSU work assignment and approved in advance by the Superintendent. Excluding senior administrators, an employee shall be limited to the cost of the equivalent of three (3) UVM credits per year (pro-rated for part-time employees); however, the TRSU may exercise its discretion to grant the reimbursement of more than three (3) UVM credits when deemed appropriate.

Miscellaneous reimbursement other than coursework above can include; mileage, hotel, and meals, when the conference, workshop or course specifically addresses a need for the individual employee identified by the immediate supervisor, is part of an improvement plan or directly relates to an individual's professional development plan and is approved by the Local Standards Board and Superintendent. Please see IRS publication 1542 Per Diem Rates from the Internal Revenue Service for reimbursement guidelines.

*Is there a dead line? no expenses pre-paid*

*Maybe separate course work from ~~see~~ conferences workshops*

7. MILEAGE REIMBURSEMENT

In the event that the TRSU requires an employee to use her/his personal vehicle for the benefit of the TRSU, the TRSU shall reimburse the employee at the current reimbursement rate allowed by the Internal Revenue Service. Mileage reimbursement request forms must be submitted to the Superintendent's Office no more than 60 (sixty) days following the employee incurred cost in order for the employee to be reimbursed for the expense. Staff submitting mileage requests after 60 (sixty) days will not be reimbursed.

8. MILEAGE & MISCELLANEOUS REIMBURSEMENTS

Any mileage, hotel and meal reimbursements are encouraged to be submitted to the Superintendent beforehand when possible, and within thirty (30) days. Forms submitted after sixty (60) calendar days will not be reimbursed.

9. DUES

Full-time, non-exempt employees shall be entitled to membership in their appropriate state organization.

*related to work assignment*

At the discretion of the Superintendent, full-time, exempt employees shall be entitled to memberships in both state and federal professional organizations directly related to the employee's current TRSU work assignment.

10. WORKDAY

The workday is determined by individual contracts. The workweek is generally from Monday through Friday, with normal operating hours varying depending on position and location. These hours will include a reasonable break time for lunch. Central Office Workday will be arranged in order to provide office coverage from 8:00 a.m. to 4:00 p.m.; safety exceptions can be made at the Superintendent's discretion.

All employees paid?  
What about School year?

**Inclement Weather**

The Supervisory Union is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by the Superintendent. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Supervisory Union's facilities are closed by the Supervisory Union or the government, employees will be paid for the day. If the Supervisory Union's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) vacation and/or personal days or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Supervisory Union to close before 4:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the Supervisory Union closes, you will be required to use vacation and/or personal days in an amount equal to the number of hours between the time you left and the time the office closed.

↳ what about if delayed start?

**11. RETIREMENT BENEFITS**

Staff without Teaching licensure will be covered by the Vermont Municipal Retirement System, administered by the Vermont State Treasurer's Office. We have chosen to participate in VMERS, Class B Group. *To be eligible for VMERS you must work X hrs per year or 12 month period.*

**12. PAYROLL PRACTICES**

Employees are paid bi-weekly. (Year-round employees have 26 pay periods. School-Year Employees have 21 or 22 Pay periods depending on the year and number of days contracted to work).

**Salary Deductions and Withholding**

The Supervisory Union will withhold the following from your paycheck:

**Taxes**

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

**Insurance**

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs. *based on the employee's elected benefits*

**Other Deductions**

Other deductions which you authorize, including HSA (Health Savings Accounts), 403b Contributions, VMERS Contributions, Flexible Spending Account, Health Insurance, Dental Insurance. *↳ not authorized. more. 1 est. dup l/ck*

**Direct Deposit**

You are required to have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, or the Human Resources Department.

**13. WORKPLACE**

## **Smoking**

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any building or on the campus of any Supervisory Union grounds.

## **Drug-Free Workplace**

The Supervisory Union 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 and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The Supervisory Union has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

## **Substance Abuse**

The Supervisory Union recognizes alcohol and drug abuse as potential health, safety and security problems. The Supervisory Union 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 Supervisory Union premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. 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 inform your immediate supervisor, designated manager, or the Human Resources Department for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Supervisory Union's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Supervisory Union.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

## **Safety and Accident Rules**

Safety is a joint venture at the Supervisory Union. 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 safety rules of the Supervisory Union, 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 provided by your supervisor 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 supervisor. In addition, if you become ill or get hurt while at work, you must notify your supervisor immediately. Failure to do so may result in a loss of benefits under the state Workers' Compensation Law.

Failure to abide by the Supervisory Union's safety and accident rules may result in disciplinary action, up to and including termination.

### **Workplace Violence Prevention Policy**

As stated above, the Supervisory Union is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and students.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment including, but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as students and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

### **Discrimination is Prohibited**

The Supervisory Union is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Supervisory Union's employees to perform their job duties.

The Supervisory Union makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with the Supervisory Union's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor or the Human Resources Department. Your complaint will be promptly, thoroughly and impartially 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.

### **Americans with Disabilities Act**

The federal Americans with Disabilities Act (ADA) prohibits 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 Supervisory Union'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 Supervisory Union policy, the Supervisory Union prohibits discrimination of any kind against people with disabilities.

### **Disability Defined**

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past 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 requisite 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 Supervisory Union in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or the Human Resources Department. On receipt of your request we will meet with you to discuss your ~~disability~~<sup>request</sup>. We may 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 viable options for reasonable accommodation. We will then work with you to determine whether your ~~disability~~<sup>request</sup> can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Supervisory Union does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Supervisory Union does not have to provide an accommodation if doing so would cause undue hardship to the Supervisory Union.



## PREVENTION OF HARASSMENT OF EMPLOYEES

### Workplace Harassment

The Supervisory Union is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Supervisory Union has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined ~~under federal law~~ as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (~~40 or older~~), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Supervisory Union will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. The Supervisory Union will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

### Sexual Harassment

Sexual harassment is prohibited ~~by federal, state and local laws~~, and applies equally to men and women. ~~Federal law defines~~ sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Supervisory Union policy further prohibits harassment and discrimination based on sex stereotyping. ~~(Sex stereotyping occurs when one person perceives a~~ *ex. emp. of sex stereotyping include when a* man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Supervisory Union encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or the Human Resources Department.

*designated employee?*

## **EMPLOYEES USE OF SOCIAL NETWORKING, SOCIAL MEDIA, MEDIA SITES & PERSONAL SITES**

See Policy D18 in current TRSU Policy and Procedures Manual. You must be aware of the policies in place. These policies address: Protecting Confidential Information, Educational Networking, Professional Boundaries, Use of the District Name or Logo and employee personal sites.

### **14. PERFORMANCE REVIEWS, SALARY REVIEWS**

Performance Reviews/Evaluations will be conducted annually. All performance reviews will be completed in writing by your supervisor on the form designated by the Supervisory Union, and reviewed during a conference with you. Factors 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 SU or District employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the SU and Districts at its discretion in consideration of various factors.

### **15. CHAIN OF COMMAND**

For all of the districts in the Two Rivers Supervisory Union to function effectively, it is important to observe an appropriate chain of command with regards to policy, supervision and decision making matters. Personnel should address questions, concerns or complaints first with their immediate supervisor, then progress up the chain of command as needed. If after addressing a concern with the ~~district~~ superintendent, resolution has not been achieved, the proper procedure for addressing the school board is to request to be placed on the agenda for the next board meeting. Agenda requests should be submitted to the superintendent's office at least nine (9) days prior to the board meeting.

### **16. LEAVING THE SUPERVISORY UNION**

If you wish to resign your employment with the SU or District, you are required to notify your supervisor of your anticipated departure date at least two (2) weeks in advance, or 30 days in advance (depending on individual employment agreements). This notice should be in the form of a written note or letter.

*email?*

If prior notification is received, you will be paid for accrued but unused vacation and/or personal days as part of your last paycheck. As well as 1 day for every 5 remaining unused sick-days (to a maximum of 90 days)

*— is this the max? would it be 18 STG*

All employees who leave the SU or Districts should participate in an exit interview with their immediate supervisor prior to leaving. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding ~~continuation coverage~~ and any other continuation of benefits for which you may be eligible.

*COBRA*

If you leave the SU or District in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation and/or personal days, benefits and seniority.

Approved and Adopted at a duly warned **Green Mountain Unified School District** meeting

Board Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and Adopted at a duly warned **Ludlow-Mount Holly Unified Union School District** meeting

Board Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and Adopted at a duly warned **Two Rivers Supervisory Union** meeting

Board Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT / CONFIRMATION OF RECEIPT:  
TWO RIVERS SUPERVISORY UNION EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the Two Rivers 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 Supervisory Union (access to a list of current policies and procedures is in a shared file on the TRSU Website)

I also understand that the purpose of this Handbook is to inform me of the Supervisory Union’s policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Supervisory Union or District employee, nor is it intended to create contractual obligations of any kind. I understand that the Supervisory Union has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

File:  
Original personnel file

cc: employee