

Cambridge School District Support Staff Statement of Employment & Benefits

This version is in force from July 1, 2006 until rescinded. The 2005 version of this document is hereby rescinded.

1) CONDITIONS OF EMPLOYMENT

New support staff employees are hired on probation for their first 180 workdays. This period is the new employee's opportunity to demonstrate his/her level of competence on the job and dependability in attendance and promptness. The school board retains the right during this probationary period a) to terminate the employee's employment at anytime, with two weeks paid notice and without the need to demonstrate cause, or b) to withhold a contract of employment for the next school year.

Any paraeducator whose work assignment is directly tied to the support of a single student ("1:1 assignment") is subject to lay off with ten (10) days advanced notice if the need for direct support to that student changes for any reason, e.g. the student's move out of district or a change in the IEP.

2) BENEFITS PRO-RATION

Benefits will be pro-rated, as stated below, based on an employee's regularly scheduled hours per week based on a five workday week. Benefits equating to dollars will be rounded to the nearest penny. Benefits equating to days will be rounded to the nearest quarter (.25) day.

At least 30 hours per week	100% of district benefits
At least 29 Hours but less than 30 hours per week	96.7% of district benefits
At least 28 Hours but less than 29 hours per week	93.3% of district benefits
At least 27 Hours but less than 28 hours per week	90% of district benefits
At least 26 Hours but less than 27 hours per week	86.7% of district benefits
At least 25 Hours but less than 26 hours per week	83.3% of district benefits
At least 24 Hours but less than 25 hours per week	80% of district benefits
At least 23 Hours but less than 24 hours per week	76.7% of district benefits
At least 22 Hours but less than 23 hours per week	73.3% of district benefits
At least 21 Hours but less than 22 hours per week	70% of district benefits
At least 17.5 Hours but less than 21 hours per week	67% of district benefits
Less than 17.5 Hours per week	0% of district benefits

3) CAFETERIA PLAN

The Section 125 Plan will include: optional payment of employee contributions to group health and dental plans on a pre-tax (premium conversion) basis, optional health care expense reimbursement saving accounts, optional dependent care assistance accounts, and the "cash in lieu of health coverage" ("buy-out"*) benefit.

*The buy-out provision of the Section 125 cafeteria plan *must be elected each year in May during the LNSU open enrollment period.*

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4) DUTY - FREE LUNCH

All employees shall be given a duty-free lunch period equivalent to the student lunch period.

5) HOLIDAYS

All Support Staff will be paid for the holidays listed below. If a listed holiday is also a workday, e.g. an in-service day, then support staff working that day will receive pay for their actual work and another day of compensatory time off in recognition of the holiday. Alternate days of compensatory time must be pre-approved by the Principal.

Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years Day, Presidents' Day, Town Meeting Day, Memorial Day. Full year staff will also be paid for the 4th of July and Christmas Eve.

6) INSURANCE

Eligible employees shall received the following insurance benefits, as outlined below:

A) Health Insurance –

The Cambridge Town School District will pay 85% of the cost for single, two person, or family coverage in the VEHI Dual Option Blue Cross-Blue Shield (BCBS) Plan. Alternatively, employees may elect to cover themselves and dependents under either the BCBS Comp1000 Plan or the BCBS JY Plan. BCBS Comp1000 will be provided free to full time employees. Part time employees electing BCBS Comp 1000 will pay a prorated portion of the cost. Any employee elected BCBS JY will pay the full difference over the VEHI Dual Option cost.

Any employee electing not to participate in the health insurance coverage shall receive “cash in lieu of health coverage” (buy-out) equal to 20% of the premium cost for single, two person, or family coverage in the VEHI Dual Option Blue Cross-Blue Shield Plan, based on the enrollment option (single, two person, or family) that the employee was otherwise eligible to elect. Each employee must notify the LNSU Central Office of his election of the “buy-out” for the following year by May 31st of each year.

B) Term Life Insurance –

The District shall provide, and pay the premiums, for a term life insurance plan for each employee in the face amount of \$50,000.

C) Long Term Disability Insurance –

The District shall provide, and pay the premiums, for long-term disability insurance.

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D) Social Security –

All support staff shall be covered by Social Security.

E) Dental Insurance –

The District shall also offer enrollment in a designated dental insurance plan with the cost of single coverage paid in full by the district. Additionally, a flat \$20 per month will also be contributed by the District toward the cost of dependent dental coverage.

7) PAID LEAVE

A) Personal Days –

All Employees shall receive three personal days per year. Personal days are not to be used to extend a vacation except in exceptional situations. A request to take a personal day(s) must be made to the Principal or his/her designee at least 48 hours prior to the start of the leave. In cases of emergency or unusual circumstances the employee shall provide notification as soon as possible regarding such leave. If employment begins after the start of the school year, personal days will be pro-rated. New employees will not receive paid personal days until they have completed ten workdays. Personal leave cannot be carried forward.

B) Vacation Leave –

Full Year Employees Only will receive this benefit. In years 1 through 5 of employment, full-time employees will be granted ten (10) days of paid vacation leave. Upon completion of the employee's fifth year, a total of fifteen (15) days will be granted per year. After 15 years of service, an employee will be granted twenty (20) days of vacation leave.

In the first year of employment vacation leave days will be pro-rated if an employee begins employment after the first day of the work year.

Accrued vacation leave may not be carried forward from one school year to the next. Vacation leave must be used by June 30th of the school year in which it is earned.

Vacation requests must be made in advance and approved by the Principal or his/her designee of the Cambridge Elementary School.

C) Sick Leave –

i) All employees shall be entitled to 15 days of sick leave per year, cumulative to a total of 100 days.

ii) The use of sick leave shall be for a bona fide illness of the employee. Any consecutive use of sick leave in excess of five days shall require certification by an attending physician. However, it shall be the right of the Superintendent or his/her designee to require a medical verification of

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illness at his/her discretion. New employees will not receive paid sick leave until they have completed ten workdays. If employment begins after the start of the school year, sick leave days will be pro-rated for that year.

iii) If an employee anticipates being absent for an extended period of time due to a medical condition, a written request for the absence should be given to the Principal at least 14 days prior to its commencement. A physician's certification, stating the beginning and expected ending dates must be included with such requests. If the absence is due to an unforeseen emergency then a notification with physician's statement must be provided as soon thereafter as possible.

D) Family and Medical Leave Act –

i) Statutory Leave: To the extent that the following statutory provisions are applicable to the Board, the Board shall comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). Leave pursuant to each of these acts shall be provided according to the Board's policies and practices. Pursuant to these policies and practices, whenever an employee is entitled to and/or granted paid or unpaid (disability) leave or family leave pursuant to the terms of this Agreement and the employee is also entitled to leave pursuant to the FMLA and/or PFLA for the same occurrence, both the leave provided pursuant to the Agreement and that which is provided pursuant to the FMLA/PFLA will be provided concurrently. Consistent with the terms of this Agreement, the employee may elect to use PTO days other than sick leave during any period of leave provided pursuant to FMLA and/or PFLA. Also, FMLA/PFLA leave will be provided concurrent with Workers' Compensation benefits where concurrent entitlement exists. All other matters regarding the administration of leave governed by FMLA and PFLA shall be as provided for by the District's policies and practices.

ii) Child Rearing Leave: An employee, male or female, shall have the option of applying for up to and including a year off without pay or benefits for the purpose of unpaid child rearing leave. Written notification of the employee's request for such leave must be given to the Superintendent of Schools no later than sixty (60) days prior to the commencement of said leave. This clause shall be available to an employee who adopts an infant or preschool aged child. The Superintendent must approve such a request.

E) Bereavement Leave –

Each employee will be allowed up to five (5) days bereavement leave per fiscal year without loss of salary. The Superintendent may grant additional leave, with or without pay if deemed necessary. Bereavement leave may not accumulate from year to year.

F) Additional Leave Days –

The Superintendent or his/her designee may grant additional paid or unpaid leave days at their discretion upon written request of the employee.

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8) MILEAGE REIMBURSEMENT:

In the event the Board or the Principal requests an employee to use a personal vehicle during the course of his/her employment, or for the benefit of the District, the Board will compensate the employee at the current IRS mileage reimbursement rate.

9) OVERTIME:

Employees will be paid at a rate of one and one half times (1.5) their regular hourly rate or at the rate required by law, for any hours worked over 40 in a workweek. Any additional work hours, above an employee's regular schedule, must be pre-approved by the employee's supervisor.

10) PAY SCHEDULE:

The LNSU Central Office shall determine the bi-weekly schedule of paydays. If a payday falls on a weekend or holiday, payment will be made on the LNSU Central Office business day preceding.

Annualized contracts will be divided into 26 equal bi-weekly payments. Any overtime hours, approved by the Principal of Cambridge Elementary School or his/her designee, will be submitted on a time sheet for payment. Payment will be made every other Friday during the school year, with the first payment made the last Friday in August of the school year. Employees will receive the unpaid balance of their contracted salary at the end of the school year in either a lump-sum payment or the remaining individual checks no later than June 30th.

Hourly contracts will be paid based on the hours submitted, upon supervisor approval, to the LNSU Central Office.

No "newly hired support staff" will be paid an hourly rate higher than an employee currently employed at the time of hire with similar years and types of experience. Employees seeking employment with ten or more years experience may be hired at a mutually agreeable lower step. Said step shall serve as the basis for subsequent movement on the salary schedule and employees hired at a lower step shall advance on the salary schedule in the same manner as all other employees.

11) RETIREMENT:

Eligible employees are covered under the Lamoille North 401(a) Retirement Plan. Annually, the Board will make a contribution to all eligible employee accounts equal to 3.0% of gross pay. Specific details and eligibility requirements can be found in the retirement plan's *Summary Plan Description*.

At their option, eligible employees may open a retirement savings account under Section 403(b) of the federal Internal Revenue Code. 403(b) retirement contributions are made through payroll deduction. See your financial advisor for additional information and recommendations on 403(b) retirement saving plans.

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12) SEVERANCE PAYMENT:

Employees with a minimum of 15 years of consecutive service to the district shall be granted a severance payment of \$2,000. All eligible part-time employees will be granted a pro-rated share of the severance payment based on their years of service.

13) TUITION REIMBURSEMENT:

Employees must request pre-approval from the Principal or his/her designee for tuition reimbursement for courses or workshops directly relating to the employee's area of job assignment. Such applications must also be brought to the Board for final approval.

If a pre-approved course or workshop that is also pre-paid by the Board is not started or completed by the employee, the employee agrees to reimburse the Board the full pre-paid cost.

14) DEFINITIONS:

Unless otherwise indicated, the following terms as used in this document shall mean:

Administration	The Principal, Superintendent, and/or their designees.
Board	The Cambridge Elementary School District Board of Directors.
Employment Year or Year	A one-year period beginning July 1 and ending the following June 30 (corresponds to the District's Fiscal Year).
Eligible Employee	An employee who is eligible to participate in various benefit plans as determined by each plan's eligibility criteria as set by the insurer or provider, unless otherwise stated.
FTE	Full-Time Equivalent.
Full Time Full Year Employee	An employee who works at least 30 hours per week for at least 220 workdays per year, excluding paid vacation leave and holidays.
Full Time School Year Employee	An employee who works at least 30 hours per week for at least 175, but not more than 194, workdays per year, excluding paid holidays.
Full Time Extended Year Employee	An employee who works at least 30 hours per week for at least 195, but not more than 219, workdays per year, excluding paid holidays.
Hours Worked	For purposes of calculating benefit eligibility the hours worked requirement will be determined based on the employee's total hours regularly scheduled in a 5 work day week for any and all positions the employee is employed by the district.
Immediate Family	Spouse, civil union partner, children, grandchildren, parents and grandparents of the employee or of his/her spouse or civil union partner, or people living in the same household
In session	Any time that could be counted toward meeting state minimum school attendance requirements.
Job Classification	Category of position as determined by board, based on job duties, assigned hours and required workdays, such as full time, part time, full year, school year and extended year.

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LNSU	The Lamoille North Supervisory Union.
Part Time – Full Year Employee	An employee who is regularly scheduled to work less than 30 hours per week for at least 220 work days per year, excluding paid vacation leave and holidays.
Part Time – School Year Employee	An employee who is regularly scheduled to work less than 30 hours per week for at least 175 workdays, but not more than 194 work days per year, excluding paid holidays.
Part Time – Extended Year Employee	An employee who is regularly scheduled to work less than 30 hours per week for at least 195 workdays, but not more than 219 workdays, excluding paid holidays.
Principal	The Principal of the School or his/her designee.
Regular Schedule	The hours and workdays assigned by the Principal or his/her designee at the time the position is assigned and annually thereafter. Such schedule may be adjusted due to changes in operational requirements as determined by the Principal.
Scheduled Non-Teaching Day	Scheduled on-site workdays when students are not present.
School or CES	Cambridge Elementary School.
School Year	The portion of the calendar year beginning with the first teacher workday and concluding with the last teacher workday.
School, Student or Teaching Day	A day on which school is in session.
Superintendent	The Superintendent of the LNSU or his/her designee.
Support Staff	Any employee employed by the Cambridge School District who is not covered by a separate agreement, including but not limited to a collectively bargained master agreement.
Workday	Day employee is scheduled by supervisor to perform duties associated with the employee job.
Workweek	The workweek begins on Sunday and ends on Saturday.