

TERMS OF EMPLOYMENT

**July 1, 2023 through June 30, 2024
and
July 1, 2024 through June 30, 2025**

for

All Non-Certified, Non-Unionized Employees of the
CLINTON BOARD OF EDUCATION

Introduction

This document describes the major terms and conditions of employment for non-certified employees of the Clinton Public Schools who are not covered by a collective bargaining agreement or individual contract. This includes non-union secretaries, technology department employees, custodians, maintenance, and cafeteria employees.

Nothing in this document is intended to create or constitute an express or implied contract of employment between the Clinton Board of Education and any of its present or future non-certified, non-unionized employees. The provisions of this document may be revoked or modified at any time by the Board of Education, in its absolute discretion. The Board will not recognize or be bound by any contract of employment with any employee, unless such contract is in writing and is signed by both the Chairman of the Board of Education and the employee. Employment with the Clinton Board of Education is subject to termination at will by either the Board or the employee at any time, for any reason, with or without cause, unless otherwise agreed in writing by the Board Chair and by the employee. The Board expressly disclaims any express or implied covenants, including but not limited to the covenant of good faith and fair dealing.

Amended by the Board of Education on June 5, 2023

Approved: November 15, 1993

I. CLASSIFICATIONS AND WORK HOURS:

Full-time Employee

An employee who is regularly scheduled to work 30 or more hours per week on a twelve-month basis

Generally, a regular day is a minimum of 6.50 hours per day, exclusive of lunch

A regular day during summer and school vacations is a minimum of 5 hours per day

Part-time Employee

An employee who is scheduled to work less than 30 hours per week on a regular basis

Twelve-month Employee

An employee who is regularly scheduled to work all twelve months, less vacations and holidays

Ten-month Employee

An employee who is scheduled to work on days when students have school

II. PROBATIONARY PERIOD

Each employee covered by these “Terms of Employment” shall serve a ninety (90) day probationary period. At the end of the probationary period, the Superintendent will determine whether to extend the probationary period up to another sixty (60) days, terminate employment, or offer a permanent position.

III. VACATION

Vacation is based on fiscal year July 1 through June 30. Eligibility for vacation is as of July 1. All new employees will receive vacation on a pro-rata basis. Credit for a year of service is given if more than nine months of the fiscal year is served. All vacations will be subject to the approval of the building administrator or appropriate supervisor.

A. Vacation Schedule

All twelve-month employees will be entitled to vacation based upon years of service as listed below. A “day” is defined as the employee’s regularly scheduled hours of work.

<u>Years of Service</u>	<u>Days per Year</u>
0 – 5 years	10 days
6 – 10 years	15 days
11 or more years	20 days

*Example: part-time custodian with 3 years of service working 4 hours per day
Vacation = 10 days per year at 4 hours per day*

*Example: technology support technician with 2 years of service working 8 hours per day
Vacation = 10 days per year at 8 hours per day*

B. Mid-Year Resignation/Retirement

If for any reason an employee leaves their position before the end of the contract year, his/her vacation days for that year will be pro-rated to reflect the percentage of the year worked.

C. Employees Status Changes

There may be instances where employees move from part-time to full-time status or from full-time to part-time status. When this occurs, employees will carry all vacation days with no conversion of the time.

Example: A part-time custodian working 4 hours per day has a balance of 5 vacation days. This employee moves to full-time working 8 hours per day and they will carry 5 vacation days with them.

D. A new employee may not use vacation time until after completing six months on the job.

E. Each year, employees may carryover no more than five (5) days of vacation to the new fiscal year. Upon written request, the Superintendent, in his/her sole discretion, may grant additional carryover in unusual circumstances and/or with firm plans for usage.

IV. SICK LEAVE / UNUSED SICK LEAVE

A. Each employee shall be entitled to 15 days of sick leave per year. A “day” is defined as the employee’s regularly scheduled hours of work.

*Example: part-time custodian working 4 hours per day
Sick Leave = 15 days per year at 4 hours per day*

*Example: technology support technician working 8 hours per day
Sick Leave = 15 days per year at 8 hours per day*

B. Full-time employees may accumulate sick leave to a maximum of 180 days. Part-time employees may accumulate sick leave to a maximum of 90 days.

C. Upon retirement, as defined in the Non-Certified Pension Plan, employees covered under the *Terms of Employment* shall be entitled to payment for 25% of their unused sick time at their daily per diem rate, based upon their regularly scheduled hours of work.

D. The same provisions as listed in Section III.B. and Section III.C. above shall apply to sick leave.

V. TEMPORARY LEAVES

A. Personal Leave

Each full-time, twelve-month employee shall be entitled to up to three (3) days of personal leave each year. All other employees shall be entitled up to two (2) days of personal leave. A “day” is defined as the employee’s regularly scheduled hours of work. Personal leave may not be taken to extend a holiday or school vacation.

A request for personal leave shall be submitted to the Superintendent, or his/her designee, at least one week in advance, except in the case of an emergency or death in the family. If more employees request leave than can be granted leave on a given day, requests will be approved on a first-come, first-served basis.

B. Bereavement Leave

In addition to personal leave, each employee shall be entitled to up to two (2) days of bereavement leave for up to two (2) occurrences per year. An employee may take bereavement leave in conjunction with the death in the immediate family (spouse, domestic partner, child, parent, sibling, grandchild, or grandparent). Personal leave may also be used for bereavement. If an employee needs additional time for bereavement, the employee may take unpaid leave.

C. Part-time employees who are covered under the *Terms of Employment* and were hired prior to June 1, 2001 will be given these considerations.

VI. LEAVE WITHOUT PAY

Certain circumstances may warrant granting special leave without pay to employees. Such leave shall be at the discretion of the Superintendent.

An employee who is covered by the Family and Medical Leave Act (FMLA) shall be granted leave as provided under FMLA for up to twelve (12) weeks. During FMLA leave, the health and life insurance benefits shall continue. Up to ten (10) banked sick days may be used in instances of qualifying FMLA leave to care for another. Additional leave without pay may be granted at the discretion of the Superintendent.

VII. PAID HOLIDAYS

Full-time, twelve-month employees shall be entitled to the following paid holidays:

Independence Day (July 4th)	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Day After Thanksgiving	Good Friday
Christmas Eve	Memorial Day

In addition to the holidays listed above, each employee shall receive one floating holiday.

VIII. HEALTH & LIFE INSURANCE

A. Dental Insurance

The Board shall pay 79% in 2023-2024 and 78.5% in 2024-2025 of the cost for insurance coverage for eligible full-time employees and their eligible dependents. The employee's share is 21% in 2023-2024 and 21.5% in 2024-2025. Dental coverage will be provided through the State Partnership Plan.

B. Health Insurance

The Board shall pay 79% in 2023-2024 and 78.5% in 2024-2025 of the cost for insurance coverage for eligible full-time employees and their eligible dependents. The employee's share is 21% in 2023-2024 and 21.5% in 2024-2025. Health coverage will be provided through the State Partnership PPO Plan.

C. Life Insurance

The board shall pay ninety percent (90%) of the cost of life insurance coverage in the amount of fifty-five thousand (\$55,000) for eligible full-time employees.

D. The health and life insurance benefits of this article are voluntary on the employee's part. Part-time employees, that is, those who work less than thirty (30) hours per week, are not entitled to participate in the health and life insurance plans of this section. Nothing herein shall be interpreted to prevent the Board from obtaining coverage, which is substantially equivalent as a whole from alternative insurance carriers, or through self-insurance, so long as there is no interruption in coverage.

E. Pre-Tax Contributions

The Board shall provide a plan whereby employees' premium cost sharing shall be on a pre-tax basis. The Board shall also establish such plan(s) as are required to allow employees to elect participation in:

1. A flexible spending arrangement (FSA)
2. A dependent care assistance plan

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

IX. INSURANCE BENEFITS UPON RETIREMENT

A. Health Insurance

Upon retirement from the Clinton Public Schools, in accordance with the terms of the Pension Plan, an employee may participate, at his/her own expense, in the group health insurance that is available to active employees. The retiree may participate up to age 65 or until eligible for Medicare, whichever comes first.

B. Life Insurance

Upon retirement from the Clinton Public Schools, in accordance with the terms of the Pension Plan, an employee may purchase, at his/her own expense, up to one-half of the amount of group life insurance plan that is available to active employees. The amount of life insurance shall be reduced to a maximum of five thousand dollars (\$5,000) at age 70.

X. PENSION

The Clinton Board of Education will provide a Pension Plan for employees who are scheduled for more than 20 hours per week and who meet other criteria as outlined in the Pension Plan.

Effective on and after September 1, 2007, the employee shall contribute one percent (1%) of earnings to the pension fund, by payroll deduction.

XI. LAYOFFS

In the event that a layoff becomes necessary, the following factors will be considered to determine who within each particular classification will be laid off:

1. Total years of experience in the Clinton Public Schools
2. Evaluation of performance
3. Special training and experience
4. Specific needs of the system

A person will be placed on a layoff list for eighteen months. If the person is determined to be qualified for an opening during the eighteen months, s/he will be rehired.

XII. OPENINGS

All openings will be posted internally in all schools. Such posting shall include the following information:

1. Nature of the position
2. Salary
3. Days and hours to be worked

XIII. MILEAGE REIMBURSEMENT

Mileage reimbursement will be paid to those individuals required to travel as part of the requirements of the job. In lieu of the mileage reimbursement and for individuals whose vehicles are required for job performance (determined by the Superintendent), a vehicle stipend may be offered.

XIV. RATES OF PAY

All new employees will be placed on the salary schedule at an hourly rate to be determined by the Superintendent, taking into consideration the employee's prior work experience as well as the placement of current employees in the classification. New employees will be placed within the ranges listed below.

Wage increases for current employees will be as shown below:

Group	2023-2024 % Increase	2024-2025 % Increase
Custodians	4.50%	3.00%
Maintenance	4.00%	3.00%
Admin. Assts. / Clerical	2.75%	2.75%
Technology	2.75%	2.75%
Assistant Cooks	6.65%	2.50%
Kitchen Managers	5.25%	2.50%

Salary Ranges for Placement of New Employees

Group	Low Range	High Range
12-month Admin. Asst.	\$21.00	\$23.00
Assistant Cooks	\$15.50	\$17.00
Kitchen Managers	\$18.00	\$21.00
Custodians	\$17.50	\$19.50
Head Custodians	\$20.00	\$22.00
Maintenance	\$22.00	\$26.00
Technology Technicians	\$18.50	\$19.50