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PERSONNEL POLICIES GOALS  
(Haverhill)

The Board recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff.

The Board's specific personnel goals are:

1. to recruit, select, and employ the best qualified personnel to staff the school system,
2. to provide staff compensation and benefits programs sufficient to attract and retain qualified employees,
3. to provide an in-service training program for all employees to improve their performance,
4. to conduct an employee appraisal program that will contribute to the continuous improvement of staff performance,
5. to assign personnel so as to ensure they are utilized as effectively as possible,
6. to effectively administer negotiated collective bargaining agreements, where applicable.
7. to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.

## PERSONNEL POLICIES GOALS

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6. to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.

ADOPTED: Bath School Board, March 12, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## EQUAL OPPORTUNITY EMPLOYMENT

The school district will recruit and consider candidates without regard to age, race, color, religion, country of origin, marital status, and sex.

The school district will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established and necessary for the performance of the job without regard to age, race, religion, country of origin, sex (except where sex is a bona fide occupational requirement) and handicapping conditions, except for reasons related to ability to perform the requirements of the job.

As required by Title IX of the 1972 Education Amendments, it is school district policy not to discriminate on the basis of sex in its educational programs or activities policies. Inquiries regarding compliance with Title IX may be directed to the office of the Superintendent of Schools.

Inquiries, complaints, and other communications relative to this policy and to the applicable laws, and regulations concerned with non-discrimination shall be received by the Superintendent or his/her designee.

## Legal References:

RSA 354-A:7  
Appendix AC-R

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## SEXUAL HARASSMENT AND SEXUAL VIOLENCE

## I. GENERAL STATEMENT OF POLICY

Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq., and Title IX. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.

It is the policy of the District to maintain a learning and working environment that is free from sexual harassment and sexual violence. The District prohibits any form of sexual harassment and sexual violence.

It shall be a violation of this policy for any student or employee to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy.

It shall be a violation of this policy for any student or employee to be sexually violent to a student or employee.

The District will act to investigate all complaints, either formal or informal, verbal or written, of sexual harassment or sexual violence and to discipline any student or employee who sexually harasses or is sexually violent to a student or employee of the District.

## II. SEXUAL HARASSMENT/SEXUAL VIOLENCE DEFINED

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or education environment.

Any sexual harassment as defined when perpetrated on any student or employee by any student or employee will be treated as sexual harassment under this policy.

B. Sexual harassment may include but is not limited to:

1. verbal harassment and/or abuse of a sexual nature;
2. subtle pressure for sexual activity;
3. inappropriate patting or pinching;
4. intentional brushing against a student's or an employee's body;
5. demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
6. demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status;
7. any sexually motivated unwelcome touching; or
8. sexual violence which is a physical act of aggression that includes a sexual act or sexual purpose.

### III. REPORTING PROCEDURES

Any person who believes he or she has been the victim of sexual harassment or sexual violence by a student or an employee of the District, or any third person with knowledge or belief of conduct which may constitute sexual harassment or sexual violence should report the alleged acts immediately to an appropriate District official as designated by this policy. The District encourages the reporting party or complainant to use the report form available from the Principal of each building or available from the Superintendent's office.

A. In each building, the building Principal is the person responsible for receiving oral or written reports of sexual harassment or sexual violence at the building level. Upon receipt of a report, the Principal must notify the Superintendent immediately without screening or investigating the report. A written report will be forwarded simultaneously to the Superintendent. If the report was given verbally, the Principal shall reduce it to written form within 24 hours and forward it to the Superintendent. Failure to forward any sexual harassment or sexual violence report or complaint as provided herein will result in disciplinary action. If the complaint involves the building Principal, the complaint shall be filed directly with the Superintendent.

B. District-Wide, the Board hereby designates the Superintendent as the District Human Rights Officer to receive reports or complaints of sexual harassment and sexual violence from any individual, employee or victim of sexual harassment or sexual violence and also from the building Principals as outlined above. If the complaint involves the Superintendent, the complaint shall be filed directly with the School Board.

The District shall conspicuously post the name of the Human Rights Officer, including a mailing address and telephone number.

C. Submission of a complaint or report of sexual harassment or sexual violence will not affect the individual's future employment, grades or work assignments.

D. Use of formal reporting forms is not mandatory.

The District will respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the School District's legal obligations and the necessity to investigate allegations of sexual harassment and sexual violence and take disciplinary action when the conduct has occurred.

### IV. INVESTIGATION AND RECOMMENDATION

By authority of the District, the Human Rights Officer, upon receipt of a report or complaint alleging sexual harassment or sexual violence shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District. The investigating party shall provide a written report of the status of the investigation within 10 working days to the Superintendent. If the Superintendent is the subject of the complaint, the report shall be submitted to the Board.

In determining whether alleged conduct constitutes sexual harassment or sexual violence, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes sexual harassment or sexual violence requires a determination based on all the facts and surrounding circumstances. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In addition, the District may take immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment or sexual violence.

## V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation.
- B. The complainant may appeal the investigations recommendations to the Superintendent (presuming the superintendent is not the investigation, or to the Board.
- C. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School District. The report will document any disciplinary action taken as a result of the complaint.

## VI. REPRISAL

The School District will discipline any individual who retaliates against any person who reports alleged sexual harassment or sexual violence or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment or sexual violence complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

## VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Commissioner of Education, initiating civil action or seeking redress under state criminal statutes and/or federal law.

## VIII. SEXUAL HARASSMENT OR SEXUAL VIOLENCE AS SEXUAL ABUSE

Under certain circumstances, sexual harassment or sexual violence may constitute sexual abuse under New Hampshire law. In such situations, the District shall comply with said law. Nothing in this policy will prohibit the School District from taking immediate action to protect victims of alleged sexual abuse.

## X. DISCIPLINE

The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension or immediate discharge to end sexual harassment and sexual violence and prevent its recurrence.

## X. BY-PASS OF POLICY

Any individual with a sexual harassment complaint may choose to bypass this Policy and accompanying regulation and proceed directly to: N.H. Commission on Human Rights, at 2 Chenelle Dr., Concord, NH, phone 603-271-2767 or US Department of Health & Human Services, Office for Civil Rights, Region 1, JFK Building Room 1875, Boston, Massachusetts 02203. 617-565-1340.

## Legal Reference:

NH Code of Administrative Rules – Section Ed. 303.01 O), 1-9, Substantive Duties of School Boards

ADOPTED:

- Bath School Board, March 12, 2009
- Benton School Board, April 15, 2009
- Haverhill Cooperative School Board, March 19, 2009
- Piermont School Board, March 17, 2009
- Warren School Board, May 12, 2009
- SAU School Board, April 2, 2009



**STAFF INVOLVEMENT IN DECISION MAKING**

The Superintendent will attempt to involve professional and support staff employees, channels for the ready intercommunication of ideas and feelings regarding the operation of the schools. The Superintendent should weigh with care the counsel given by employees, especially that given by groups designated to represent large segments of the staff, and he/she shall inform the Board of such counsel in presenting reports of administrative action and in presenting recommendations for Board action.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**OPEN SHOP POLICY  
(Haverhill)**

The Haverhill Cooperative School Board does not operate a "closed shop policy" in its school system.

The Haverhill Cooperative School Board does not require any present employee or future employee of the Haverhill Cooperative School District to be a member of or share in any negotiation or related expense(s) "fair share agreement" incurred by any organization which is selected as the bargaining unit for the teachers or any other employees at the present time or in the future.

The Haverhill Cooperative School Board does not require any present employee or future employee of the Haverhill Cooperative School District be held liable for any expense(s) regardless of nature incurred by any organization which is selected as the bargaining unit for the teachers or any other employee of the Haverhill Cooperative School District at the present time or in the future.

The Haverhill Cooperative School Board considers the above policies to be nonnegotiable items at all times.

SCHOOL ADMINISTRATIVE UNIT #23  
EMPLOYEES

A. Contract Year:

The work year shall be from July 1 to June 30.

B. Work Day/Week:

Schedules for full-time and part-time personnel will be determined by the Superintendent or his/her designee within the guidelines set by the Board.

C. Rate of Pay:

Employees shall be paid in accordance with the salary as stated in their contract or letter of agreement. Professional staff shall be hired according to the current salary schedule.

D. Definitions:

Calendar-Year Full-Time = at least 7.5 hours/day, 260 days/year for a total of 1,950 hours/year

School-Year Full-Time Professional Staff = at least 7.5 hours/day, at least 185 days/year for a total of 1,295 hours/year

School-Year Full-Time Support Staff = at least 7 hours/day, at least 185 days/year for a total of 1,295 hours/year

FTE = Ratio of the number of hours normally worked compared to full-time hours worked for school-year or calendar-year employees as applicable.

Part-Time = Employees who do not meet Full-Time requirements

E. Benefits:

1. Holidays for Calendar-Year Employees

Holidays for part-time calendar-year employees will be based on FTE

Independence Day	Labor Day
Columbus Day (floating)	Veterans Day
Thanksgiving	Christmas
New Years Day	Civil Rights Day (floating)
President's Day	Memorial Day

2. Health Insurance

For a single plan School Care Open Access Red Plan all full-time professional teaching staff will contribute 8.75% and the School Administrative Unit will contribute 91.25%. All other calendar-year full-time professional and support staff, 100% of a single plan School Care Open Access Red Plan will be paid for the employee by the School Administrative Unit. These employees may select a single, a two (2) person, or family coverage. The School Administrative Unit will fund 90% of a two (2) person plan or 80% of a family plan. Employees may purchase expanded coverage at their expense (Green Two). A stipend of \$3,600 will be paid to the employee in lieu of insurance if proof of other coverage is provided. This will be paid in two (2) equal payments; one in the last pay in November and the other in the last pay in June.

For full-time school-year support staff, 100% of a single-person School Care Open Access Red Plan coverage will be paid by The School Administrative Unit. Employees may purchase expanded coverage at their expense (Green Two).

Part-time staff are eligible for a prorated health insurance plan based on the FTE of School or Calendar Year Professional or Support Staff as applicable.

Section 125 Flexible Benefits Plan will be offered to employees who contribute to the cost of their health insurance.

3. Long Term Disability Insurance

Long Term Disability Insurance will be provided for each employee who works at least 20 hours per week. The benefit is based on a ninety (90) calendar day elimination based upon the policy in effect at the time.

4. Life Insurance

A \$10,000 term life insurance policy will be provided at district expense for each employee working at least 20 hours per week.

5. Retirement

All eligible employees shall be members of the NH Retirement System.

6. Sick Leave

Accumulative at the rate of .83 days per month, accumulative to a maximum of ninety (90) days. A doctor's certificate may be required by the Superintendent or the Board. Sick leave will be pro-rated based on FTE. Sick leave is non reimbursable upon termination or resignation.

7. Sick Leave Bank

The sick bank is established to be used for absences for medical reasons after an SAU employee has exhausted their sick leave benefits. The sick bank days shall be used to cover those days beyond the time an individual employee's accumulated sick days expire. Each employee electing to donate days to the sick bank may do so on a voluntary basis. Each employee may donate no more than 5 days annually. Requests for use of sick bank days or donation of sick bank days shall be submitted to the Superintendent in writing for approval. There shall be no more than 10 sick days drawn from the sick bank by one individual during a fiscal year, and no more than 20 total sick days drawn from the sick bank during a fiscal year. The personnel clerk shall be responsible for reporting on the number of days in the sick bank. Sick bank days shall not be used in lieu of long-term disability. In catastrophic or extenuating circumstances, the Superintendent may, with the approval of the SAU board, waive the requirements of this policy.

8. Vacation for Calendar-Year Employees

Vacation shall be accumulated up to 10 days at the rate of .83 days per month. Employees with five (5) or more years of service with the SAU shall be entitled to vacation time accumulating up to 15 days at the rate of 1.25 days per month. Employees with ten (10) or more years of service with the SAU shall be entitled to vacation time accumulating up to 20 days at the rate of 1.67 days per month. Employees with twenty (20) or more years of service with the SAU shall be entitled to vacation time accumulative

up to 25 days at the rate of 2.08 days per month. Vacation time is not cumulative beyond August 31<sup>st</sup> of any year unless previously approved in writing by the Superintendent or his designee. All vacation will be subject to the approval of the Superintendent or his/her designee. Vacation will be prorated based on FTE.

9. Personal Leave

A maximum of three (3) days personal leave per year with pay, non-accumulative, may be used to conduct important affairs which cannot be accomplished at any other time. Personal leave shall require stated reasons and permission of the Superintendent and shall exclude such things as social affairs, pleasure trips, and recreations. To be eligible for personal leave, a written request shall, except in an emergency, be submitted to the Superintendent or his/her designee at least twenty-four (24) hours prior to any such leave. Personal leave for part-time employees will be prorated based on FTE.

10. Professional Leave

Professional leave may be approved at the discretion of the Superintendent or his/her designee.

11. Jury Duty

An employee called as a juror will be paid the difference between the fee he/she receives for such service and the number of earnings lost by reason of such service, based upon the employees' regular daily rate. Satisfactory evidence (court-issued pay stub) must be submitted to the Superintendent.

12. Military Leave

Military leave shall be granted by the Board in accordance with state and federal statutes.

13. Bereavement Leave

Three (3) days of bereavement leave, non-accumulative shall be granted for a death in the immediate family. The immediate family shall be defined as spouse, children, legal wards, parents, legal guardians, brothers, sisters, grandparents, and grandchildren of the employee and the same relatives of the employee's spouse. Employees shall notify the Superintendent or his/her designee that he/she is taking the leave as soon as possible. The Superintendent may extend this leave beyond three (3) days at his/her discretion for extenuating circumstances. Bereavement leave for part-time employees will be prorated based on FTE.

14. Leave of Absence

Unpaid leave for any and all reasons may be granted at the discretion of the Superintendent or his/her designee. Paid leave for any and all reasons not listed above may be granted at the discretion of the SAU Executive Board.

15. Course Reimbursement

Tuition reimbursement, up to the current UNH Graduate Course rate, for a maximum of two (2) college courses per year (a maximum of six (6) credits), may be granted up to the amount budgeted. Prior approval of the Superintendent or his/her designee and a passing grade of 'B' or better ('Pass' in a pass/fail option) is required for reimbursement.

16. Workshop & Conference Reimbursement  
Actual expenses up to the amount approved in advance by the Superintendent or his/her designee. Approval is at the discretion of the Superintendent or his/her designee.
17. Transportation Reimbursement  
Employment-related transportation will be reimbursed at the current IRS rate.
18. No Benefits  
Employees working less than 20 hours per week shall not be entitled to any benefits.
19. Separation  
Employees will not be paid for unused accrued benefits upon separation from employment.

APPROVED: 5/31/1988  
REVISED: 9/21/2015  
REVISED: 10/12/2016  
REVISED: 3/1/2017  
REVISED: 7/1/2020

SCHOOL ADMINISTRATIVE UNIT #23  
SUPERINTENDENT OF SCHOOLS

In replacement of those stated in GBBA-R\*, the Superintendent of Schools shall be entitled to the following benefits:

1. Sick Leave

One and one-quarter (1 1/4) working days of sick leave per month cumulative to ninety (90) working days. Sick leave is nonreimbursable upon termination or resignation. A doctor's certificate may be required by the Board.

2. Vacation

Up to twenty (20) working days' annual vacation leave or that proportional part that the Superintendent's employment is to the twelve-month period. Annual vacation leave is cumulative to fifteen (15) working days.

3. Health Insurance

Health insurance will be funded 80% of a family plan by the School Administrative Unit.

4. Life Insurance

A term life insurance policy for the amount of the Superintendent's salary will be provided at district expense for the employee electing coverage.

In addition to those stated in GBBA-R\*, the Superintendent of Schools shall be entitled to the following benefits:

1. Professional Dues

Professional dues involved in the Superintendent's membership in state, regional, and national associations up to the amount budgeted by the Unit as stated in the Superintendent's Contract.

2. Professional Growth Activities

State, regional and national conference, workshop, and other professional growth activities expenses including out-of-state travel up to the amount budgeted by the Unit.

\* The Superintendent will secure SAU Executive Board approval, as applicable, for benefits requiring "Superintendent approval" under GBBA-R.

APPROVED: 5/31/1988  
LATEST REVISION: 5/28/2003

SCHOOL ADMINISTRATIVE UNIT #23  
FINANCIAL MANAGER/BUSINESS ADMINISTRATOR  
SPECIAL EDUCATION DIRECTOR  
FACILITIES MAINTENANCE MANAGER

In replacement of those stated in GBBA-R, the above employees shall be entitled to the following benefits:

1. Sick Leave

One and one-quarter (1 1/4) working days of sick leave per month cumulative to ninety (90) working days. Sick leave is nonreimbursable upon termination or resignation. A doctor's certificate may be required by the Board.

2. Vacation

Up to twenty (20) working days' annual vacation leave or that proportional part that the Professional Employee is employed in the twelve-month period. Annual vacation leave is cumulative to ten (10) working days.

3. Life Insurance

A \$60,000 term life insurance policy will be provided at district expense for each employee electing coverage.

In addition to those stated in GBBA-R, the above employees shall be entitled to the following benefits:

1. Professional Dues

Professional dues involved in the Professional Employee's membership in state, regional, and national associations up to the amount budgeted by the Unit and approved by the Superintendent.

2. Professional Growth Activities

State, regional and national conference, workshop, and other professional growth activities expenses including out-of-state travel up to the amount budgeted by the Unit and approved by the Superintendent.

APPROVED: 5/31/1988  
LATEST REVISION: 9/21/2015



## BATH SCHOOL DISTRICT

### EMPLOYEES

#### 1. Contract Year

- The contract year for Principal shall be two hundred fifteen (215) days from July 1, to June 30.
- The contract year for Teachers shall be one hundred eighty-five (185) days from August 1, to June 30.
- The contract year for support staff shall be one hundred eighty-five (185) days from August 1, to June 30.
- The contract year for calendar-year support staff shall be 260 days from July 1, to June 30.

#### 2. Work Day/Week

Schedules for full-time and part-time personnel will be determined by the Principal or his/her designee within the guidelines set by the Board.

#### 3. Rate of Pay

Employees shall be paid in accordance with the salary as stated in their contract or letter of agreement.

#### 4. Definitions:

- Full-Time Professional Staff = at least 7.5 hours/day, at least 185 days/year.
- Full-Time Support Staff = at least 7 hours/day, at least 185 days/year.
- FTE = Ratio of number of hours normally worked compared to full-time hours worked for school-year or calendar-year employees as applicable.
- Part-Time = Employees who do not meet Full-Time requirements

#### 5. Salary Track Changes

All teachers that anticipate receiving advanced degrees or qualifying for a change in track on the salary schedule by August 31 of the next contract year will be placed on that track for the next contract year provided that 1) notification is submitted by December 1, and 2) that transcripts are submitted when the course work is completed.

#### 6. Holidays for calendar-year employees

**Independence Day**

**Labor Day**

**Columbus Day - floating**

Thanksgiving

Christmas

**New Years Day**

President's Day - floating

**Veterans Day**

Day after Thanksgiving

Day before or after Christmas

**Martin Luther King Day**

Memorial Day

**7. Vacation for calendar-year employees**

Vacation time will be accumulated at the rate of .83 days per month (10 days per year). Persons with five (5) or more years of service with the District shall be entitled to vacation time accumulating at the rate of 1.25 days per month (15 days per year). Prior year vacation time cannot be carried forward beyond August 31st of any year, unless previously approved in writing by the Principal. Vacation time is accumulative to a maximum of 20 days. All vacations will be subject to the approval of the Principal and will normally be taken during the summer months or school vacations.

**8. Life Insurance**

A \$10,000 term life insurance policy will be provided at district expense for each regular employee working at least 20 hours a week.

**9. Long Term Disability Insurance**

Long Term Disability Insurance will be provided for each regular employee who works at least 20 hours a week. The benefit is based on a ninety (90) calendar-day elimination period and provides a 60% salary replacement for a twelve (12) month period.

**Health Insurance**

The Board shall pay 95% of single coverage for the District's Health Insurance SchoolCare Open Access Red Plan (formerly known as Open Access Plus) for current full time teachers in FY 2019, 90% in FY 2020, and 85% in FY 2021. The employees may select single, two-person, or family coverage. The employee may also choose from the SchoolCare Open Access Green Plan (formally known as HMO). Any difference from the district contribution towards the SchoolCare Open Access Red Plan and the actual cost of the coverage will be payroll deductible. The Board will pay employees \$2,000.00 in lieu of health insurance membership if proof of alternative health insurance is provided. This will be paid in one payment in June, prorated. If employee doesn't complete the school year by choice or administrative decision, there will be no stipend.

The Board shall pay 100% of single coverage for the District's Health Insurance SchoolCare Open Access Red Plan (formerly known as Open Access Plus) for current full time support staff. The employees may select single, two-person, or family coverage. The employee may also choose from the SchoolCare Open Access Green Plan (formerly known as HMO) or SchoolCare Open Access Blue Plan (formerly known as POS) coverage. Any difference from the district contribution towards the SchoolCare Open Access Red Plan and the actual cost of the coverage will be payroll deductible. The Board will pay employees \$2,000.00 in lieu of health insurance membership annually if proof of alternative health insurance is provided.

Section 125 Flexible Benefits Plan will be offered to employees who contribute to the cost of their health insurance.

10. Retirement

All eligible employees shall be members of the NH Retirement System.

11. Sick Leave

For support staff, accrued at the rate of .83 per month (10 days per year). Professional Staff 12 days per year, both accumulative to a maximum of ninety (90) days. A doctor's certificate may be required by the Superintendent or the Board. Sick leave will be pro-rated based on FTE. Sick leave is non reimbursable upon termination.

Sick Bank

The sick bank is established to be used for absences for medical reasons after a Bath Village School employee has exhausted their sick benefits. The sick bank days shall be used to cover those days beyond the time an individual employee's accumulated sick days expire. Each employee electing to donate days to the sick bank may do so on a voluntary basis. Each employee may donate no more than 5 days, at any time during the fiscal year, annually. Requests for use of sick bank days or donation of sick days shall be submitted to the Superintendent or his/her designee in writing for approval. There shall be no more than thirty (30) total sick days drawn from the sick bank during a fiscal year, with a maximum of fifteen (15) days approved per individual per fiscal year. The personnel clerk shall be responsible for reporting on the number of days in the sick bank. Sick bank days shall not be used in lieu of long-term disability.

12. Personal Leave

A maximum of three (3) days for support staff, three (3) days for professional staff, personal leave per year with pay, non-accumulative, may be used to conduct important affairs which cannot be accomplished at any other time. Personal leave shall require stated reasons and permission of the Superintendent or his/her designee. To be eligible for personal leave, a written request shall, except in emergency, be submitted to the Superintendent or his/her designee at least twenty-four (24) hours prior to any such leave. Personal leave for part-time employees will be pro-rated based on FTE.

13. Professional Leave

Professional leave may be approved at the discretion of the Superintendent or his/her designee.

14. Jury Duty

An employee called as a juror will be paid the difference between the fee he/she receives for such service for up to five (5) days and the amount of earnings lost by reason of such service, based upon the employees' regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the Superintendent. More than five (5) days is subject to board approval.

15. Military Leave

Military leave shall be granted by the Board in accordance with state and federal statutes.

16. Bereavement Leave

Three (3) days of bereavement leave, non-accumulative shall be granted for a death in the immediate family. The immediate family shall be defined as spouse, children, legal wards, parents, legal guardians, brothers, sisters, grandparents, and grandchildren of the employee and the same relatives of the employee's spouse. Employees shall notify the Superintendent or his/her designee.

17. Emergency Leave

In an emergency, the Superintendent or his/her designee may approve an unpaid leave up to five (5) days.

18. Leave of Absence

The district will comply with Family Medical Leave Act rules. All other leaves for any and all other reasons, paid or unpaid, not described in articles above, shall be granted at the sole discretion of the School Board.

19. Course/Workshop/Conference Reimbursement

Employees requesting approval to take courses or attend workshops or conferences may be reimbursed for tuition and conference/workshop fees up to the amount budgeted. Requests for tuition reimbursement should be submitted by December 1 of the prior year to be included in the budget. Approval under this section is at the discretion of the Superintendent or his/her designee and the School Board. The Board recognizes that at times there could be a need to develop a long term contract for employees who wish to work towards an advanced educational degree in exchange for a multi-year contract. Therefore, the Board reserves the right to pay additional tuition for personnel pursuing advanced degrees in exchange for a long-term contract that extends beyond the achievement of the educational degree. Terms would be on an individual basis that is mutually beneficial to both parties.

20. Professional Growth Activities

The Teaching Principal may be reimbursed for State, regional, and national conferences, workshops, and other professional growth activities expenses including out-of-state travel up to the amount budgeted by the Board and approved by the Superintendent or his/her designee.

21. No Benefits

Employees working less than four (4) hours per day or 20 hours per week shall not be entitled to any benefits.

22. Separation

Upon separation, employees will be paid for unused accrued vacation time. All other unused accrued benefits will not be paid.

APPROVED: 6/18/97

REVISION: 6/15/15

REVISION: 10/17/2016

REVISION: 4/9/2018

BATH SCHOOL DISTRICT

PRINCIPAL

In replacement of those stated in GBCA-R, the Principal shall be entitled to the following benefits:

1. Health Insurance

The Board will pay the Principal \$2,000.00 in lieu of health insurance membership annually if proof of alternative health insurance is provided.

2. Life Insurance

A \$60,000 term life insurance policy will be provided for the Principal.

APPROVED: 12/20/2011

REVISION: 11/15/2016

WARREN SCHOOL DISTRICT  
EMPLOYEES

1. Contract Year:

The contract year for Teaching Principal shall be two hundred fifteen (215) days from July 1 to June 30.

The contract year for Teachers shall be one hundred eighty-five (185) days from August 1 to July 31.

The contract year for support staff shall be one hundred eighty-five (185) days from August 1 to June 30.

2. Work Day/Week:

Schedules for full-time and part-time personnel will be determined by the Principal or his/her designee within the policies set by the Board.

3. Rate of Pay:

Employees shall be paid in accordance with the salary as stated in their contract or letter of agreement. Professional Staff shall be paid according to the adopted salary schedule. Effective 7/1/2012: Behavioral assistants or health assistants (determined by the administration based upon the job description and assigned student) will receive an additional \$.50 per hour.

4. Definitions:

Full-Time Professional Staff = at least 7.5 hours/day, at least 185 days/year

Full-Time Support Staff = at least 7 hours/day, at least 185 days/year

FTE = Ratio of the number of hours normally worked compared to full-time hours worked for school-year or calendar-year employees as applicable.

Part-Time = Employees who do not meet Full-Time requirements

5. Salary Track Changes:

All teachers and other professional staff hired at the Warren Village School will hold the minimum of a Bachelors's Degree and be state certified in the appropriate discipline. Individuals who have not been fully certified will be given up to two years to complete certification. No professional development financial support will be available to meet certification requirements. All teachers who anticipate receiving advanced degrees, or Masters Degree program credits thereby qualifying for a change in the track on the salary schedule during the academic year or summer will be placed on that track for the next contract year provided that 1) notification is submitted by December 1<sup>st</sup> of the previous year, 2) transcripts are submitted when the course work is completed.

6. Health Insurance:

**For Teachers/Administration:**

New staff hired 7/1/2018 or after: For full-time professional staff hired on or after 7/1/2018, effective 1/1/2019, the district will provide 85% of the cost of a single person SchoolCare Red health insurance plan, 80% of the cost of a 2 person RED plan, and 80% of the cost of a family RED plan. The employee has the option to buy up to the Green plan and pay the premium difference.

Existing staff before 7/1/2018: For each full-time professional staff hired before 7/1/2018, the district will provide 85% of the cost of a single-person SchoolCare Green plan, 80% of the cost of a 2 person Green plan, or 80% of the cost of a family Green plan. Effective 7/1/2019, these employees have the additional option of switching to the Red plan and the district will provide 85% of the cost of a

single person SchoolCare Red plan, 80% of the cost of a 2 person Red plan, or 80% of the cost of a family Red plan.

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GBCA-R

**For Support Staff:**

For full-time support staff hired on or after 1/1/2019: The district will provide 85% of the cost of a single-person SchoolCare Red health insurance plan. The employee has the option to buy up to the Green plan and pay the premium difference.

For each full-time support staff hired before 1/1/2019: The district will provide 85% of the cost of a single-person SchoolCare Green plan. Effective 7/1/2019, these employees have the additional option of switching to the Red plan and the district will provide 85% of the cost of a single-person SchoolCare Red plan.

A yearly cash payment of \$2,000 will be made to an employee in lieu of health insurance provided the employee presents the District proof of alternative insurance coverage no later than July 1 of that fiscal year. This payment will be made in two parts – one payment of \$1,000 in mid-December, the second payment of \$1,000 in June.

Section 125 Flexible Benefits Plan will be offered to employees who contribute to the cost of their health insurance.

7. Life Insurance

A \$10,000 term life insurance policy will be provided at district expense for each employee working at least 20 hours per week for at least 185 days per year.

8. Long Term Disability Insurance

Long Term Disability Insurance will be provided for each employee who works at least 20 hours per week. The benefit is based on a ninety (90) calendar day elimination period and provides a 60% salary replacement for a twelve (12) month period.

9. Retirement

All eligible employees shall be members of the NH Retirement System.

10. Sick Leave

Accrued at the rate of .83 per month, (10 days/year) accumulative to a maximum of ninety (90) days. A doctor's certificate may be required by the Superintendent or the Board. Sick leave will be pro-rated based on FTE. Sick leave is nonreimbursable upon termination or resignation.

Sick Leave Bank: The sick bank is established to be used for absences for medical reasons after an employee has exhausted their sick leave benefits. The sick bank days shall be used to cover those days beyond the time an individual employee's accumulated sick days expire. Each employee electing to donate days to the sick bank may do so on a voluntary basis. Each employee may donate no more than 5 days annually. Requests for use of sick bank days or donation of sick bank days shall be submitted to the Superintendent in writing for approval. There shall be no more than 10 sick days drawn from the sick bank by one individual during a fiscal year, and no more than 20 total sick days drawn from the sick bank during a fiscal year. The personnel clerk shall be responsible for reporting on the number of days in the sick bank. Sick bank days shall not be used in lieu of long-term disability. The Board reserves the right to hear requests for additional days

11. Personal Leave

A maximum of three (3) days personal leave per year with pay, non-accumulative, may be used to conduct important affairs that cannot be accomplished at any other time. Personal leave shall



require stated reasons and permission of the Superintendent and shall exclude such things as social affairs, pleasure trips, and recreation. To be eligible for personal leave, a written request shall, except in an emergency, be submitted to the Superintendent or his/her designee at least twenty-four (24) hours prior to any such leave. Personal leave for part-time employees will be pro-rated based on FTE.

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GBCA-R

12. Jury Duty

An employee called as a juror will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by reason of such service, based upon the employees' regular daily rate. Satisfactory evidence (court-issued pay stub) must be submitted to the Superintendent.

13. Military Leave

Military leave shall be granted by the Board in accordance with state and federal statutes.

14. Bereavement Leave

Three (3) days of bereavement leave with pay, non-accumulative shall be granted for a death in the immediate family. The immediate family shall be defined as spouse, children, legal wards, parents, legal guardians, brothers, sisters, grandparents, and grandchildren of the employee and the same relatives of the employee's spouse. Employees shall notify the Superintendent or his/her designee that he/she is taking the leave as soon as possible. The Superintendent may extend this leave beyond three (3) days at his/her discretion for extenuating circumstances. Bereavement leave for part-time employees will be pro-rated based on FTE.

15. Emergency Leave

In an emergency, the Superintendent or his/her designee may approve an unpaid or paid leave up to five (5) days.

16. Leave of Absence

The district will comply with Family Medical Leave Act rules. All other leaves for any and all other reasons, paid or unpaid, not described in the articles above, shall be granted at the sole discretion of the School Board.

17. Professional Development Activities

The School district shall reimburse each employee for professional development activity costs (e.g., course tuition; workshop, conference, or in-service registration) in accordance with this Article, provided that the activity meets the following criteria. (1) The employee has a written individual staff development plan that satisfies the requirements set forth in the School Administrative unit No. 23 Master Plan and is approved by the building principal. (2) The activity is relevant to the goals and objectives outlined in the employee's individual staff development plan. (3) The activity is approved in advance by the building principal.

a. The School District shall not reimburse employees for college/university registration fees or any college or university course in which the employee receives a grade of less than a "B".

b. Course reimbursement shall be paid at the University of New Hampshire in-state rate for up to the cost of 6 graduate credits per year for each bargaining unit member. In no event shall the total

amount expended by the District under this Article exceed funds available in the General Fund or approved Federal Grants. Reimbursement shall be on a first-come-first-served basis.

c. Employees shall apply for reimbursement prior to taking a course or workshop, and shall be informed at that time whether sufficient funds remain available to cover the costs. Reimbursement shall be paid to the employee within 30 days of the employee's presentation to the Superintendent of (1) documentation that the employee completed the course, workshop, or conference; (2) in the case of a course, documentation that the employee completed the course with a grade of "B" or better; and (3) a receipt for the course, workshop, or conference charges incurred.

18. Professional Growth Activities

The Principal may be reimbursed for State, regional, and national conferences, workshops, and other professional growth activities expenses including out-of-state travel up to the amount budgeted by the Board and approved by the Superintendent or his/her designee.

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GBCA-R

19. Professional Dues

Professional dues and membership fees for State, regional, and national associations for the Principal or school will be paid up to the amount budgeted by the board and approved by the Superintendent or his/her designee.

20. No Benefits

Employees working less than 4 hours per day or less than 180 days shall not be entitled to any benefits.

Full-time employees working less than 180 days shall be entitled to pro-rated benefits.

21. Separation

Employees will not be paid for unused accrued benefits upon separation from employment.

APPROVED:	08/10/1989
REVISED:	06/09/2015
REVISED:	01/10/2017
REVISED:	04/03/2018
REVISED:	12/11/2018
REVISED:	02/09/2021

I \_\_\_\_\_ am planning to enroll in \_\_\_\_\_  
 \_\_\_\_\_ Name \_\_\_\_\_ Course \_\_\_\_\_  
 at \_\_\_\_\_. The approximate total cost of said course including  
 \_\_\_\_\_ Institution \_\_\_\_\_  
 tuition, books, materials and other related expenses is \$ \_\_\_\_\_. I am requesting that  
 \$ \_\_\_\_\_ (50% of available funds) be advanced to me to help offset the expense of this course.

I recognize and agree to the above conditions:

\_\_\_\_ Employee's present address

\_\_\_\_\_  
 Superintendent Approval for release of funds

\_\_\_\_\_  
 Date

1. Fill out the form and have it approved by the Principal.
2. Make two copies of the signed form and give them to the secretary to enter the purchase order.
3. Send a copy of purchase order and copy of the form to Central Office for the signature of Superintendent and first payment.
4. When the course is completed; send the purchase order, original form, proof of payment for the course, and copy of grade to Central Office for Superintendent's signature and final payment.

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## BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK

### Background Investigation

The Superintendent, or his/her designee, will conduct a thorough investigation into the past employment history, criminal background check, and other applicable background of any person considered for employment with the District. This investigation shall be completed prior to making a final offer of employment.

The Superintendent shall develop a background investigation protocol for use in completing a background investigation and shall keep a written record of all background investigations which have been done.

As part of the application process, each applicant for a position shall be asked whether he/she has ever been convicted of any crime, and whether there are any criminal charges pending against him/her at the time of application. The falsification or omission of any information on a job application or in a job interview, including, but not limited to, information concerning criminal convictions or pending criminal charges, shall be grounds for disqualification from consideration for employment or immediate discharge from employment.

All employees shall pay all fees and costs associated with the fingerprinting process and/or the submission or processing of the requests for the Criminal Records Check, unless otherwise determined by the Board.

*Substitutes working in the Haverhill Cooperative School District will be reimbursed for the cost of fingerprinting after they have worked in the Haverhill schools three (3) times.*

### Criminal Records Check

Each person considered for employment by the Board whose duties require regular contact with pupils must submit to a State and FBI Criminal Records Check.

"Persons regularly in contact with students" means a person or persons who, in the performance of his/her duties, (1) comes in direct contact with pupils on a daily basis for any period of time, (2) meets regularly, e.g., once or twice a week, with students, including, but not limited to, an art, music, or physical education teacher, (3) a substitute teacher who comes in direct contact with pupils on a limited basis, or (4) any other persons whom the Superintendent believes, by virtue of their duties and contact with students, should appropriately undergo a Criminal Records Check.

The Superintendent is responsible to establish all necessary internal procedures relative to the initiation and completion of the State and FBI Criminal Records Check.

### Volunteers (see IJOC)

All volunteers will be subject to a reference check, fingerprinting, and a background check through either local law enforcement or provisions in accordance with RSA 189:13-a, at the discretion of the administration. The costs for the background checks will be borne by the school district.

### Conditional Employment

Persons who have been selected for employment may be hired on a conditional basis, pending a successful completion of the State and FBI Criminal Records Check.

No selected applicant for employment shall be extended a conditional offer of employment until the Superintendent, or his/her designee, has initiated the formal State and FBI Criminal Records Check process and has completed a background investigation.

Any person who is offered conditional employment, by way of individual contract or other type of letter of employment, will have clearly stated in such contract or letter of employment that his/her contract and continuation of employment is entirely conditioned upon the completion of a Criminal Records Check which is satisfactory to the District.

All persons employed under a conditional offer of employment may be covered under the District's health insurance program, at the sole discretion of the Board, and in accordance with Board policies and/or collective bargaining agreements, if applicable. However, any such coverage will immediately cease and will not be subject to extension under COBRA, if the Board does not tender the person a final offer of employment by reason of application of this Policy.

#### Final Offer of Employment

A person who has been extended a conditional offer of employment may be extended a final offer of employment upon the completion of a Criminal Records Check which is satisfactory to the Board.

No person with a conditional offer of employment shall be extended a final offer of employment if such person has charges pending or has been convicted of any crime listed in RSA 189:13-a, V; or where such person has been convicted of the same conduct in another state, territory, or possession of the United States; or where such person has been convicted of the same conduct in a foreign country.

In addition to the felonies listed in pertinent and applicable law, a person may be denied a final offer of employment if he/she has charges pending or has been convicted of any crime, either a misdemeanor or felony. Such determination will be made by the Board, on a case-by-case basis.

The Superintendent, or designee, will transmit this policy to the State Police, who will then screen the criminal records check for any selected applicant for employment, or designated volunteer, and will notify the district whether the record of said selected applicant or volunteer contains any felony convictions.

When the District receives a notification of a felony conviction from the State Police on a particular person which it finds unsatisfactory, the Superintendent shall dismiss said person within twenty-four (24) hours of the receipt of such report, excluding Saturdays, Sundays, or legally recognized holidays.

Additionally, a person may be denied a final offer of employment if the Superintendent becomes aware of other conduct which he/she determines would render the person unsuitable to perform the responsibilities of the position involved. Such determinations shall be made on a case-by-case basis.

#### Additional Criminal Records Checks

The Board may require a Criminal Records Check of any employee at any time.

#### Legal References:

RSA 189:13-a, School Employee and Volunteer Background Investigations

ADOPTED: Bath School Board, December 18, 2017  
Haverhill Cooperative School Board, January 8, 2018  
Piermont School Board, December 19 2017  
Warren School Board, December 12, 2017  
SAU Board, December 6, 2017

## BOARD STAFF COMMUNICATIONS

The Board desires to maintain open channels of communication between itself and the staff. The primary line of communication will be through the Superintendent of Schools.

## Staff Communications to the Board

All official communications or reports to the Board from principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent. This procedure shall not be construed as denying the right of any employee to appeal administrative decisions to the Board, provided that notice of the appeal shall be given to the Superintendent in advance

## Board Communications to Staff

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the Superintendent will employ all such media as are appropriate to keep staff fully informed of the Board's problems, concerns and actions

## Visits to Schools

Individual Board members interested in visiting schools or classrooms will inform the Principal of such visits. Such visits shall be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization and with the full knowledge of the Superintendent and Principals.

## Social Interaction

Staff and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations and general school district problems. However, staff members are reminded that individual Board members have no special authority except when they are convened at a legal meeting of the Board or vested with special authority by Board action. Therefore, discussions by either party of personalities or personal grievances should be avoided.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF RESPONSIBILITIES

All staff members have a responsibility to and shall become familiar with, and abide by, the laws of the state as these affect their work, the regulations of the State Board of Education, the policies of the Board, and the regulations designed to implement them.

All staff members shall carry out their assigned responsibilities with conscientious concern. The first responsibility of the instructional staff is the education of the student.

Also essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which shall be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Board and regulations of the school administration.
3. Diligence in submitting required reports at times specified.
4. Care and protection of school property.
5. Concern and attention toward their own and the Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

In their association with students, all school employees shall set examples that are an important part of the educational process. Their manner, dress, courteousness, industry, and attitudes establish models that affect the development of young people. The Board expects its staff members to set exemplary models, as well as provide exemplary instruction.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF RESPONSIBILITIES

Employees are expected to exemplify behavior and conduct that is professional and contribute to a positive learning environment in the school.

Certain types of conduct and behavior are considered to be patently unacceptable. Examples include:

1. Immoral acts,
2. Insubordination,
3. Controlled substance abuse,
4. Alcohol abuse intoxication,
5. Excessive absence,
6. Excessive tardiness,
7. Unlawful acts,
8. Interference with proper student activities,
9. Interference with staff work functions,
10. Possession of weapons or other devices that could inflict injury,
11. Harassment and/or intimidation of students, staff, or citizens at large,
12. Improper or obscene personal conduct,
13. Misuse or negligent treatment of district property,
14. Abusive and/or vulgar language,
15. Threatening or violent behavior,
16. Misrepresentation regarding employee benefits, privileges, and other rules and regulations.

The following work rules are published to minimize the likelihood of any staff member becoming subject to any disciplinary action. Violation of these rules cannot be ignored by the administration. In the event a staff member is found to have violated these rules, he/she will be subject to discipline including reprimand, suspension, discharge, and criminal prosecution where warranted. The following rules are not intended to be all inclusive.

1. Staff members are expected to report for duty every working day. Excessive tardiness or absenteeism can not be condoned.
2. Staff members must notify their supervisor of intended absence within the time limitations specified.
3. Staff members must observe working hour schedules. (Starting time, quitting time, lunch, and preparation periods)
4. Staff members may not solicit or collect contributions for any purpose without permission from the administration.
5. Staff members must not sell or offer for sale any article or service on school property without permission from the administration.
6. Staff members must be diligent in their duties during assigned working hours. Abuse of time cannot be condoned.
7. Staff members must not interfere with any other employee's performance of duties.
8. Staff members may not perform unauthorized personal work during assigned working hours.
9. Staff members must not commit an act which might endanger the safety or lives of others.
10. Staff members must perform all work properly assigned by the administration.
11. Staff members may not falsify school records, reports, or payrolls.



12. Staff members may not leave the work location during working hours without authorization.
13. Staff members must not abuse, destroy, damage, or deface school property, tools, equipment, or the property of others on school premises.
14. Staff members are prohibited from bringing, consuming, or selling alcoholic beverages or controlled substances on school property, or at school sponsored functions, and from reporting for duty under the influence of alcoholic beverages or controlled substances.
15. Staff members are prohibited from carrying firearms or weapons on school property.
16. Staff members shall not disclose confidential information to unauthorized persons.
17. Staff members shall not convert property of the district, other employees, students, or vendors for their own use.
18. Staff members are expected to wear appropriate attire in each work location.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF ETHICS

An employee speaking or writing as a citizen should be free from institutional censorship or discipline, but his/her special position in the community carries special obligations. The employee must remember that the public may judge the profession and institution by his/her utterances. Hence the employee should, at all times, be accurate, exercise appropriate restraint, show a respect for the opinion of others, and make every effort to indicate that he/she is not a school spokesperson.

## STAFF CONFLICT OF INTEREST

Employees of the Board will not engage in, or have a financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as members of the school staff. This includes but is not limited to:

1. Employees will not participate for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to pupils or their parents.
2. Employees who have patented or copyrighted any device, publication, or other item will not receive royalties for use of such item in the district schools without prior approval of the Board.
3. Employees will not engage in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the school system.
4. School employees will not solicit or sell for personal gain any educational materials or equipment in the attendance areas served by the school to which they are assigned without prior approval. Nor will any employees make available lists of names of students or parents to anyone for sales purposes, unless required by law.
5. The school has the option of charging a rental fee for employees using school equipment or facilities and making a profit for these ventures.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**NEPOTISM**

It is the policy of the School Board that nepotism does not occur whenever two people who are related work in the same school district or even the same building. Rather, nepotism occurs only when the person hired is not as qualified for the position as other candidates

To avoid nepotism in the supervision of personnel, the Board directs that no employee be assigned in any position where the employee will be supervised by a relative.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**STAFF CONDUCT**

All employees have the responsibility to and shall become familiar with, and abide by, the laws of the State of New Hampshire as they affect their work, the policies and decisions of the Board, and the administrative regulations designed to implement them.

All employees shall be expected to carry out their assigned duties, support and enforce Board policies and administrative regulations, submit required reports, protect District property, oversight of students and contribute to the education and development of the District's students.

All employees shall obey the rules and decisions of their supervisors.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF – STUDENT CONDUCT AND BOUNDARIES BATH

The Board expects all staff members, including teachers, coaches, counselors, administrators, contract service providers, school volunteers, and student teacher/interns, to maintain the highest professional, moral and ethical standards in their conduct with students. In formulating this policy, the Board understands that there are circumstances when staff members and/or their children have personal relationships with the families of students outside of school. The intent of this policy is not to prohibit all social contact between staff members and families outside of school. However, because of the trust placed in school staff by the community and our schools' responsibility to protect the well-being of students, staff members are expected to be sensitive to the appearance of impropriety in their conduct with students at all times. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

The intent of this policy is to ensure that interactions and relationships between staff members and students in all curricular and extracurricular activities, both on and off school property, are:

- built on mutual respect and trust.
- based on appropriate boundaries between adults and students.
- governed by conduct that is consistent with the educational mission of the schools.
- in compliance with the requirements of relevant policies and legislation.

### A. Required Safeguards

At a minimum, all staff members must do the following:

1. Maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
2. Pursuant to law and board policy, immediately report any suspected child abuse or neglect;

### B. Prohibited Conduct

Examples of unacceptable and prohibited conduct by staff members include but are not limited to the following:

1. Any type of sexual or inappropriate physical relationship with students or any other conduct that might be considered harassment under the Board Policy AC – Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, including but not limited to engaging in sexual banter, allusions, jokes or innuendos with students or conduct which may constitute professional misconduct and/or is a violation of criminal or civil statutes, professional codes of ethics or board policies;
2. Dating or singling out students for personal attention and friendship beyond the normal teacher-student relationship. Staff may not use their status to adversely influence a student. Staff may not date, make sexual advances toward or engage in any sexual relationship with a District student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made, or whether the staff member directly supervises the student. Further, staff may not discuss or plan a future romantic or sexual relationship with a student;

3. Counseling, assessing, diagnosing or treating a student's personal problems relating for instance to sexual behavior, substance abuse, mental or physical health and/or family relationships rather than referring the student to the appropriate individual or agency for assistance.
4. Asking a student to keep a secret;
5. Making derogatory comments to students regarding the school, other students and/or staff
6. Disclosing private problems about or related to personal, sexual, family, employment, or financial matters to students or discussing with students problems that would normally be discussed with adults;
7. Associating with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or illegal drugs. (This prohibition does not preclude a staff member or his/her child from visiting a student's home at the parent's invitation for a social or other event. Nor does this prohibition extend to community activities where there may be incidental social contact with students);
8. Using demeaning or debasing language or sarcasm to a student as a method of forcing compliance with requirements or expectations;
9. Disclosing information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background;

C. Cautioned Conduct

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Examples of cautioned conduct by staff members include but are not limited to the following:

1. Being alone with individual students;
2. Driving students home or to other locations;
3. Inviting or allowing students to visit the staff member's home;
4. Visiting a student at home or in another location without parental knowledge;
5. Communicating with students on non-school matters via computer, text message, phone calls, letters, notes or any other means without parental knowledge; and
6. Exchanging personal gifts beyond the customary student – teacher gifts.

D. Reporting Violations

Students and/or their parents/guardians are strongly encouraged to notify the Principal or other appropriate administrator if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to promptly notify the Principal or Superintendent if they become aware of a situation that may constitute a violation of this policy.

E. Disciplinary Action

Staff violations of Section B of this policy shall result in disciplinary action up to and including dismissal. Violations of Section C of this policy may result in disciplinary action. Violations involving sexual or physical abuse or other illegal conduct will also result in referral to the Department of Health and Human Services, the County Attorney and/or law enforcement. (With the exception of the Cautionary Conduct listed above.)

F. Policy to be Included in Handbooks

This policy shall be included in all staff and student handbooks.

Legal Reference

NH Ed 511.02

ADOPTED: Bath School Board, November 18, 2010

STAFF – STUDENT CONDUCT AND BOUNDARIES  
HAVERHILL

The Board expects all staff members, including teachers, coaches, counselors, administrators, contract service providers, school volunteers, and student teacher/interns, to maintain the highest professional, moral and ethical standards in their conduct with students. In formulating this policy, the Board understands that there are circumstances when staff members and/or their children have personal relationships with the families of students outside of school. The intent of this policy is not to prohibit all social contact between staff members and families outside of school. However, because of the trust placed in school staff by the community and our schools' responsibility to protect the well-being of students, staff members are expected to be sensitive to the appearance of impropriety in their conduct with students at all times. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Each student is urged to regard staff members as people with specific knowledge and capabilities which can be well utilized to advance the student's own knowledge and development.

Students shall be expected to regard staff members as individuals, employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the right of staff members (and other students as well) and interference with those rights shall not be condoned. No student shall have the right to interfere with the efforts of instructional staff to coordinate, assist, disseminate information, or to otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn, or the learning activities and efforts of other students.

The intent of this policy is to ensure that interactions and relationships between staff members and students in all curricular and extracurricular activities, both on and off school property, are:

- built on mutual respect and trust.
- based on appropriate boundaries between adults and students.
- governed by conduct that is consistent with the educational mission of the schools.
- in compliance with the requirements of relevant policies and legislation.

A. Required Safeguards

At a minimum, all staff members must do the following:

1. Maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
2. Pursuant to law and board policy, immediately report any suspected child abuse or neglect;

B. Prohibited Conduct

Examples of unacceptable and prohibited conduct by staff members include but are not limited to the following:

1. Any type of sexual or inappropriate physical relationship with students or any other conduct that might be considered harassment under the Board Policy AC – Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, including but not limited to engaging in sexual banter, allusions, jokes or innuendos with students or conduct which may constitute professional misconduct and/or is a violation of criminal or civil statutes, professional codes of ethics or board policies;



2. Dating or singling out students for personal attention and friendship beyond the normal teacher-student relationship. Staff may not use their status to adversely influence a student. Staff may not date, make sexual advances toward or engage in any sexual relationship with a District student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made, or whether the staff member directly supervises the student. Further, staff may not discuss or plan a future romantic or sexual relationship with a student;
3. Counseling, assessing, diagnosing or treating a student's personal problems relating for instance to sexual behavior, substance abuse, mental or physical health and/or family relationships rather than referring the student to the appropriate individual or agency for assistance.
4. Asking a student to keep a secret;
5. Associating with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or illegal drugs. (This prohibition does not preclude a staff member or his/her child from visiting a student's home at the parent's invitation for a social or other event. Nor does this prohibition extend to community activities where there may be incidental social contact with students);
6. Using demeaning or debasing language or sarcasm to a student as a method of forcing compliance with requirements or expectations;
7. Disclosing information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background;

C. Cautioned Conduct

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Examples of cautioned conduct by staff members include but are not limited to the following:

1. Being alone with individual students;
2. Driving students home or to other locations;
3. Inviting or allowing students to visit the staff member's home;
4. Visiting a student at home or in another location without parental knowledge;
5. Communicating with students on non-school matters via computer, text message, phone calls, letters, notes or any other means without parental knowledge; and
6. Exchanging personal gifts beyond the customary student – teacher gifts.

D. Reporting Violations

Students and/or their parents/guardians are strongly encouraged to notify the Principal or other appropriate administrator if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to promptly notify the Principal or Superintendent if they become aware of a situation that may constitute a violation of this policy.

E. Disciplinary Action

Staff violations of this policy shall result in disciplinary action up to and including dismissal. Violations involving sexual or physical abuse or other illegal conduct will also result in referral to the Department of Health and Human Services, the County Attorney and/or law enforcement. (With the exception of the Cautionary Conduct listed above.)

F. Policy to be Included in Handbooks

This policy shall be included in all staff and student handbooks.

Legal Reference

NH Ed 511.02

ADOPTED: Haverhill Cooperative School Board, September 13, 2010

STAFF – STUDENT CONDUCT AND BOUNDARIES  
SAU #23

The Board expects all staff members, including teachers, coaches, counselors, administrators, contract service providers, school volunteers, and student teacher/interns, to maintain the highest professional, moral and ethical standards in their conduct with students. In formulating this policy, the Board understands that there are circumstances when staff members and/or their children have personal relationships with the families of students outside of school. The intent of this policy is not to prohibit all social contact between staff members and families outside of school. However, because of the trust placed in school staff by the community and our schools' responsibility to protect the well-being of students, staff members are expected to be sensitive to the appearance of impropriety in their conduct with students at all times. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Each student is urged to regard staff members as people with specific knowledge and capabilities which can be well utilized to advance the student's own knowledge and development.

Students shall be expected to regard staff members as individuals, employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the right of staff members (and other students as well) and interference with those rights shall not be condoned. No student shall have the right to interfere with the efforts of instructional staff to coordinate, assist, disseminate information, or to otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn, or the learning activities and efforts of other students.

The intent of this policy is to ensure that interactions and relationships between staff members and students in all curricular and extracurricular activities, both on and off school property, are:

- built on mutual respect and trust.
- based on appropriate boundaries between adults and students.
- governed by conduct that is consistent with the educational mission of the schools.
- in compliance with the requirements of relevant policies and legislation.

A. Required Safeguards

At a minimum, all staff members must do the following:

3. Maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
4. Pursuant to law and board policy, immediately report any suspected child abuse or neglect;

B. Prohibited Conduct

Examples of unacceptable and prohibited conduct by staff members include but are not limited to the following:

8. Any type of sexual or inappropriate physical relationship with students or any other conduct that might be considered harassment under the Board Policy AC – Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, including but not limited to engaging in sexual banter, allusions, jokes or innuendos with students or conduct which may constitute professional misconduct and/or is a violation of criminal or civil statutes, professional codes of ethics or board policies;

9. Dating or singling out students for personal attention and friendship beyond the normal teacher-student relationship. Staff may not use their status to adversely influence a student. Staff may not date, make sexual advances toward or engage in any sexual relationship with a District student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made, or whether the staff member directly supervises the student. Further, staff may not discuss or plan a future romantic or sexual relationship with a student;
10. Counseling, assessing, diagnosing or treating a student's personal problems relating for instance to sexual behavior, substance abuse, mental or physical health and/or family relationships rather than referring the student to the appropriate individual or agency for assistance.
11. Asking a student to keep a secret;
12. Associating with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or illegal drugs. (This prohibition does not preclude a staff member or his/her child from visiting a student's home at the parent's invitation for a social or other event. Nor does this prohibition extend to community activities where there may be incidental social contact with students);
13. Using demeaning or debasing language or sarcasm to a student as a method of forcing compliance with requirements or expectations;
14. Disclosing information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background;

C. Cautioned Conduct

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Examples of cautioned conduct by staff members include but are not limited to the following:

7. Being alone with individual students;
8. Driving students home or to other locations;
9. Inviting or allowing students to visit the staff member's home;
10. Visiting a student at home or in another location without parental knowledge;
11. Communicating with students on non-school matters via computer, text message, phone calls, letters, notes or any other means without parental knowledge; and
12. Exchanging personal gifts beyond the customary student – teacher gifts.

D. Reporting Violations

Students and/or their parents/guardians are strongly encouraged to notify the Principal or other appropriate administrator if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to promptly notify the Principal or Superintendent if they become aware of a situation that may constitute a violation of this policy.

E. Disciplinary Action

Staff violations of Section B of this policy shall result in disciplinary action up to and including dismissal. Staff violations of Section C of this policy may also result in disciplinary action. Violations involving sexual or physical abuse or other illegal conduct will also result in referral to the Department of Health and Human Services, the County Attorney and/or law enforcement. (With the exception of the Cautionary Conduct listed above.)

F. Policy to be Included in Handbooks

This policy shall be included in all staff and student handbooks.

Legal Reference

NH Ed 511.02

ADOPTED: SAU #23 School Board, November 17, 2010

STAFF – STUDENT CONDUCT AND BOUNDARIES  
PIERMONT

The Board expects all staff members, including teachers, coaches, counselors, administrators, contract service providers, school volunteers, and student teacher/interns, to maintain the highest professional, moral and ethical standards in their conduct with students. In formulating this policy, the Board understands that there are circumstances when staff members and/or their children have personal relationships with the families of students outside of school. The intent of this policy is not to prohibit all social contact between staff members and families outside of school. However, because of the trust placed in school staff by the community and our schools' responsibility to protect the well-being of students, staff members are expected to be sensitive to the appearance of impropriety in their conduct with students at all times. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Each student is urged to regard staff members as people with specific knowledge and capabilities which can be well utilized to advance the student's own knowledge and development.

Students shall be expected to regard staff members as individuals, employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the right of staff members (and other students as well) and interference with those rights shall not be condoned. No student shall have the right to interfere with the efforts of instructional staff to coordinate, assist, disseminate information, or to otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn, or the learning activities and efforts of other students.

The intent of this policy is to ensure that interactions and relationships between staff members and students in all curricular and extracurricular activities, both on and off school property, are:

- built on mutual respect and trust.
- based on appropriate boundaries between adults and students.
- governed by conduct that is consistent with the educational mission of the schools.
- in compliance with the requirements of relevant policies and legislation.

A. Required Safeguards

At a minimum, all staff members must do the following:

1. Maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
2. Pursuant to law and board policy, immediately report any suspected child abuse or neglect;

B. Prohibited Conduct

Examples of unacceptable and prohibited conduct by staff members include but are not limited to the following:

1. Any type of sexual or inappropriate physical relationship with students or any other conduct that might be considered harassment under the Board Policy AC – Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, including but not limited to engaging in sexual banter, allusions, jokes or innuendos with students or conduct which may constitute professional misconduct and/or is a violation of criminal or civil statutes, professional codes of ethics or board policies;
2. Dating or singling out students for personal attention and friendship beyond the normal teacher-student relationship. Staff may not use their status to adversely influence a student. Staff may not date, make sexual advances toward or engage in any sexual relationship with a District student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made, or whether the staff member directly supervises the student. Further, staff may not discuss or plan a future romantic or sexual relationship with a student;
3. Counseling, assessing, diagnosing or treating a student's personal problems relating for instance to sexual behavior, substance abuse, mental or physical health and/or family relationships rather than referring the student to the appropriate individual or agency for assistance.
4. Asking a student to keep a secret;
5. Making derogatory comments to students regarding the school, other students and/or staff
6. Disclosing private problems about or related to personal, sexual, family, employment, or financial matters to students or discussing with students problems that would normally be discussed with adults;
7. Friending students on social networking sites, with the exception of staff members who are also parents and wish to monitor their children;
8. Associating with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or illegal drugs. (This prohibition does not preclude a staff member or his/her child from visiting a student's home at the parent's invitation for a social or other event. Nor does this prohibition extend to community activities where there may be incidental social contact with students);
9. Using demeaning or debasing language or sarcasm to a student as a method of forcing compliance with requirements or expectations;
10. Sending students on personal errands;
11. Disclosing information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background;
12. Socializing or spending time alone with students in any manner that might be considered as unprofessional or inappropriate;
13. Initiating or extending contact with students beyond the school day for personal purposes; and

C. Cautioned Conduct

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Examples of cautioned conduct without parental knowledge by staff members include but are not limited to the following:

1. Being alone with individual students;
2. Driving students home or to other locations;
3. Inviting or allowing students to visit the staff member's home;
4. Visiting a student at home or in another location;
5. Encouraging students to address you by your first name, nickname or otherwise in an overly familiar manner;
6. Communicating with students on non-school matters via computer, text message, phone calls, letters, notes or any other means; and
7. Exchanging personal gifts beyond the customary student – teacher gifts.

D. Reporting Violations

Students and/or their parents/guardians are strongly encouraged to notify the Principal or other appropriate administrator if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to promptly notify the Principal or Superintendent if they become aware of a situation that may constitute a violation of this policy.

E. Disciplinary Action

Staff violations of this policy shall result in disciplinary action up to and including dismissal. Violations involving sexual or physical abuse or other illegal conduct will also result in referral to the Department of Health and Human Services, the County Attorney and/or law enforcement. (With the exception of the Cautionary Conduct listed above.)

F. Policy to be Included in Handbooks

This policy shall be included in all staff and student handbooks.

Legal Reference:

NH Ed 511.02

ADOPTED: Piermont School Board, November 16, 2010



## STAFF – STUDENT CONDUCT AND BOUNDARIES WARREN

The Board expects all staff members, including teachers, coaches, counselors, administrators, contract service providers, school volunteers, and student teacher/interns, to maintain the highest professional, moral and ethical standards in their conduct with students. In formulating this policy, the Board understands that there are circumstances when staff members and/or their children have personal relationships with the families of students outside of school. The intent of this policy is not to prohibit all social contact between staff members and families outside of school. However, because of the trust placed in school staff by the community and our schools' responsibility to protect the well-being of students, staff members are expected to be sensitive to the appearance of impropriety in their conduct with students at all times. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

The intent of this policy is to ensure that interactions and relationships between staff members and students in all curricular and extracurricular activities, both on and off school property, are:

- built on mutual respect and trust.
- based on appropriate boundaries between adults and students.
- governed by conduct that is consistent with the educational mission of the schools.
- in compliance with the requirements of relevant policies and legislation.

### A. Required Safeguards

At a minimum, all staff members must do the following:

1. Maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
2. Pursuant to law and board policy, immediately report any suspected child abuse or neglect;

### B. Prohibited Conduct

Examples of unacceptable and prohibited conduct by staff members include but are not limited to the following:

1. Any type of sexual or inappropriate physical relationship with students or any other conduct that might be considered harassment under the Board Policy AC – Non-Discrimination and Anti-Harassment Policy and Complaint Procedure, including but not limited to engaging in sexual banter, allusions, jokes or innuendos with students or conduct which may constitute professional misconduct and/or is a violation of criminal or civil statutes, professional codes of ethics or board policies;
2. Dating or singling out students for personal attention and friendship beyond the normal teacher-student relationship. Staff may not use their status to adversely influence a student of the District. Staff may not date, make sexual advances toward or engage in any sexual relationship with a District student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made, or whether the staff member directly supervises the student. Further, staff may not discuss or plan a future romantic or sexual relationship with a student;

3. Counseling, assessing, diagnosing or treating a student's personal problems relating for instance to sexual behavior, substance abuse, mental or physical health and/or family relationships rather than referring the student to the appropriate individual or agency for assistance.
4. Asking a student to keep a secret;
5. Making derogatory comments to students regarding the school, other students and/or staff
6. Disclosing private problems about or related to personal, sexual, family, employment, or financial matters to students or discussing with students problems that would normally be discussed with adults;
7. Friending students on social networking sites, with the exception of staff members who are also parents and wish to monitor their children;
8. Associating with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or illegal drugs. (This prohibition does not preclude a staff member or his/her child from visiting a student's home at the parent's invitation for a social or other event. Nor does this prohibition extend to community activities where there may be incidental social contact with students);
9. Using insults or sarcasm against students as a method of forcing compliance with requirements or expectations;
10. Sending students on personal errands;
11. Disclosing information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background;
12. Socializing or spending time alone with students in any manner that might be considered as unprofessional or inappropriate;
13. Initiating or extending contact with students beyond the school day for personal purposes; and

C. Cautioned Conduct

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Examples of cautioned conduct by staff members include but are not limited to the following:

1. Being alone with individual students;
2. Driving students home or to other locations;
3. Inviting or allowing students to visit the staff member's home;
4. Visiting a student at home or in another location;
5. Encouraging students to address you by your first name, nickname or otherwise in an overly familiar manner;

6. Communicating with students on non-school matters via computer, text message, phone calls, letters, notes or any other means; and
7. Exchanging personal gifts.

D. Reporting Violations

Students and/or their parents/guardians are strongly encouraged to notify the Principal or other appropriate administrator if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to promptly notify the Principal or Superintendent if they become aware of a situation that may constitute a violation of this policy.

E. Disciplinary Action

Staff violations of this policy shall result in disciplinary action up to and including dismissal. Violations involving sexual or physical abuse will also result in referral to the Department of Health and Human Services, the County Attorney and/or law enforcement.

F. Policy to be Included in Handbooks

This policy shall be included in all staff and student handbooks.

Legal Reference

NH Ed 511.02

ADOPTED: Warren School Board, June 8, 2010

## STAFF-STUDENT RELATIONS

Staff members shall be expected to regard each student as an individual and to accord each the rights and respect due any individual. The role of staff shall be role models, resource persons, aides, and guides in the learning processes. Staff members shall provide for the fullest self determination by each student in regard to his or her learning program, consistent with district and local goals and with optimum opportunities for all students. Students shall be treated with courtesy and consideration. Neither insults nor sarcasm shall be used as a way of forcing compliance with a staff member's requirements or expectations.

Each student is urged to regard staff members as people with specific knowledge and capabilities which can be well utilized to advance the student's own knowledge and development.

Students shall be expected to regard staff members as individuals, employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the right of staff members (and other students as well) and interference with those rights shall not be condoned. No student shall have the right to interfere with the efforts of instructional staff to coordinate, assist, disseminate information, or to otherwise implement a learning program. Nor shall a student have the right to interfere with the motivation to learn, or the learning activities and efforts of other students.

Although it is desired that staff members have a sincere interest in students as individuals, partiality and the appearance of impropriety must be avoided. Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context including, but not limited to, the following guidelines.

1. Staff members shall not make derogatory comments to students regarding the school and/or its staff.
2. The exchange of purchased gifts between staff members and students is discouraged.
3. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
4. Staff members shall not associate with students in any situation or activity which could be considered sexually suggestive or involve the presence or use of tobacco, alcohol or drugs.
5. Dating between staff members and students is prohibited.
6. Staff members shall not use insults or sarcasm against students as a method of forcing compliance with requirements or expectations.
7. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
8. Staff members shall not send students on personal errands.
9. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
10. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
11. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

ADOPTED:

Bath School Board, March 12, 2009  
Benton School Board, April 15, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF GIFTS AND SOLICITATIONS

School District personnel will not accept gifts from individual students except as such gifts represent tokens. Even token gift giving by individuals is to be discouraged. The Board considers as more welcome and more appropriate the writing of letters by students to staff members to express gratitude and appreciation.

All employees of the Board are prohibited from accepting things of material value from companies or organizations doing business with the school district. Exceptions to this policy are the acceptance of minor items which are samples or other items generally distributed by the companies through public relations programs.

## Solicitations

No organization may solicit funds of staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools, without the approval of the Principal. Staff members will not be made responsible, or will they assume responsibility for, the collection of any money or distribution of any fund drive literature within the schools unless such activity has the Principal's approval. The Board expects such activities to be kept to a minimum. The Principal shall seek direction from the Board in instances where prior practice offers no guidance about a particular fund drive.

It is also the policy of the board that no lists of employees shall be given to persons or companies who intend to use them for commercial solicitation purposes, unless required by law.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## ALCOHOL AND DRUG FREE WORKPLACE

Drug and alcohol abuse in the workplace or at school or in connection with school-sponsored activities on or off school grounds threatens the health and safety of our students and our employees and adversely affects the educational mission of the District. Accordingly, the District is committed to providing a drug and alcohol free learning environment and workplace.

A. Drug-Free Workplace

1. All District workplaces are drug- and alcohol-free. All employees and contracted personnel are prohibited from:

- a. Unlawfully **doing any of the following\***: manufacturing, dispensing, distributing, possessing, using, or being under the influence of any controlled substance or drug while on or in the workplace, including employees possessing a "medical marijuana" card.
- b. Distributing, consuming, using, possessing, or being under the influence of alcohol while on or in the workplace.

2. For purposes of this policy, a "controlled substance or drug" means and includes any controlled substance or drug defined in the Controlled Substances Act, 21 U.S.C. § 812(c), or New Hampshire Controlled Drug Act RSA 318-B.

3. For purposes of this policy, "workplace" shall mean the site for the performance of work, and will include at a minimum any District building or grounds owned or operated by the District, any school-owned vehicle, and any other school-approved vehicle used to transport students to and from school or school activities. It shall also include off-school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event where students are under the jurisdiction, care or control of the District.

4. As a condition of employment, each employee and all contracted personnel will:

- a. Abide by the terms of this policy respecting a drug- and alcohol-free workplace, including any administrative rules, regulations or procedures implementing this policy; and
- b. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a violation occurring on District premises or while performing work for the District, no later than five (5) days after such conviction.

5. In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:

- a. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
- b. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
- c. Establish a drug-free awareness program to educate employees about the dangers of drug abuse and drug use in the workplace, the specifics of this policy, including, the consequences for violating the policy, and any information about available drug and alcohol counseling, rehabilitation, reentry, or other employee-assistance programs.

**B. District Action Upon Violation of Policy**

An employee who violates this policy may be subject to disciplinary action; up to and including termination of employment. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction. Should District employees or contracted personnel be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee/contracted personnel's conviction, within ten (10) days after receiving notice of the conviction.

The processes for disciplinary action shall be those provided generally to other misconduct for the employee/contractor personnel as may be found in applicable collective bargaining agreements, individual contracts, School Board policies, contractor agreements, and or governing law. Disciplinary action should be applied consistently and fairly with respect to employees of the District and/or contractor personnel as the case may be.

**C. Drug-Free School Zone**

Pursuant to New Hampshire's "Drug-Free School Zone" law (RSA Chapter 193-B), it is unlawful for any person to manufacture, sell, prescribe, administer, dispense, or possess with intent to sell, dispense or compound any controlled drug or its analog, within a "drug-free school zone". The Superintendent is directed to assure that the District is and remains in compliance with the requirements of RSA 193-B, I, and N.H. Ed. Part 316 with respect to establishment, mapping and signage of the drug-free zone around each school of the District.

**D. Implementation and Review**

- a. The Superintendent is directed to promulgate administrative procedures and rules necessary and appropriate to implement the provisions of this policy.
- b. In order to maintain a drug-free workplace, the Superintendent will perform a biennial review of the implementation of this policy. The review shall be designed to (i) determine and assure compliance with the notification requirements of section A.5.a, b and d; (ii) determine the effectiveness of programs established under paragraph A.5.c above; (iii) ensure that disciplinary sanctions are consistently and fairly enforced; and (iv) identify any changes required, if any.

**Legal References:**

41 U.S.C. §101, et. Seq.- Drug-free workplace requirements for Federal contractors, and Federal grant recipients  
 RSA Chapter 193-B Drug Free School Zones  
 N.H. Admin. Code, Ed. Part 316

ADOPTED: Bath School Board, June 17, 2019  
 Haverhill Cooperative School Board, June 10, 2019  
 Piermont School Board, June 18, 2019  
 Warren School Board, June 11, 2019  
 SAU 23 School Board, August 14, 2019

## ACCEPTABLE INTERNET USE PROCEDURES - STAFF

Purpose

The purpose of the Acceptable Use Procedures is to provide the procedures, rules, guidelines, and the code of conduct for the use of technology and the Internet.

Definition

The definition of "information networks" is any configuration of hardware and software which connects users. The network includes, but is not limited to, all of the computer hardware, operating system software, application software, stored text and data files. This includes electronic mail, local databases, externally accessed databases, CD-ROM, recorded magnetic or optical media, clip art, digital images, digitized information, communications technologies, and new technologies as they become available. Stand-alone workstations are also governed by this acceptable use procedure.

The School District Services

The School District provides resources for teaching and learning, communication services, and business data services by maintaining access to local, regional, national, and international sources of information. The School District information resources will be used by members of the school community with respect for the public trust through which they have been provided and in accordance with policy and regulations established by the School District. These procedures do not attempt to articulate all required for proscribed behavior by its users.

Successful operation of the network requires that all users conduct themselves in a responsible, decent, ethical and polite manner while using the network. The user is ultimately responsible for his/her actions in accessing network services.

Guidelines

1. Access to the networks and to the information technology environment within the District is a privilege and must be treated as such by all users of the network and its associated systems.
2. Information networks will be used for the purposes of research, education, and school-related business and operations.
3. Any system which requires password access or for which the District requires an account, such as the Internet, will only be used by the authorized user. Account owners are ultimately responsible for all activity under their accounts.
4. The resources of the District are limited. All users must exercise prudence in the shared use of this resource.

Unacceptable Use

The District has the right to take disciplinary action, remove computer and networking privileges and/or take legal action, for any activity characterized as unethical and unacceptable. Unacceptable use activities constitute, but are not limited to, any activity through which any user:

1. Violates such matters as institutional or third-party copyright, license agreements or other contracts. The unauthorized use of and/or copying of software is illegal.
2. Interferes with or disrupts other network users, services or equipment. Disruptions include, but are not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, distributing quantities of information that overwhelm the system, and/or using a District network to make unauthorized entry into any other resource accessible via the network.
3. Seeks to gain or gains unauthorized access to information resources.
4. Uses or knowingly allows another to use any computer or computer system to devise or execute a scheme to defraud or to obtain money, property, services, or other things of value by false pretenses, promises, or representations.



5. Destroys, alters, dismantles or otherwise interferes with the integrity of computer based information and/or information resources.
6. Invades the privacy of individuals or entities.
7. Uses the network for commercial or political activity.
8. Installs unauthorized software for use on District computers.
9. Uses a network to access inappropriate materials.
10. Submits, publishes or displays any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages either publicly or privately.
11. Uses a District network for illegal harassing, vandalizing, inappropriate or obscene purposes, or in support of such activities.

#### School District Rights

The District reserves the right to:

1. Monitor all activity. Notwithstanding any related laws, staff members have no expectation of privacy regarding their use on the school district computer network.
2. Make determinations on whether specific uses of a network are consistent with these acceptable use procedures.
3. Log network use and monitor storage disk space utilization by users.
4. Determine what is appropriate use.
5. Remove a user's access to the network at any time it is determined that the user engaged in unauthorized activity or violated these acceptable use procedures.
6. Cooperate fully with any investigation concerning or relating to the District's network activity.

#### School District Internet Code of Conduct

Use of the Internet by students and staff of the District shall be in support of education and research that is consistent with the mission of the District. Internet use is limited to those persons who have been issued District-approved accounts. Use will be in accordance with the District's Acceptable Use Procedures and this Code of Conduct. Users are expected to abide by the following terms and conditions:

1. Protect their Internet log from others.
2. Respect the privacy of other users. Do not use other users' passwords.
3. Be ethical and courteous. Do not send hate, harassing or obscene mail, discriminatory remarks, or demonstrate other antisocial behaviors.
4. Maintain the integrity of files and data. Do not modify or copy files/data of other users without their consent.
5. Treat information created by others as the private property of the creator. Respect copyrights.
6. Use any network in a way that does not disrupt its use by others.
7. Do not destroy, modify or abuse the hardware or software in any way.
8. Do not develop or pass on programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system, such as viruses, worms, "chain" messages, etc.

9. Do not use the Internet to access or process pornographic or otherwise inappropriate material.
10. Do not use the Internet for commercial purposes.

The District reserves the right to remove a user's account if it is determined that the user is engaged in unauthorized activity or is violating this code of conduct.

ADOPTED:                      Bath School Board, August 19, 2019  
                                     Haverhill Cooperative School Board, August 12, 2019  
                                     Piermont School Board, August 20, 2019  
                                     Warren School Board, August 13, 2019  
                                     SAU School Board, August 14, 2019

SCHOOL DISTRICT INTERNET ACCESS RELEASE FORM FOR STAFF MEMBERS

As a condition of my right to use the School District network resources, including access to the Internet, staff members understand and agree to the following:

1. To abide by the District Acceptable Use Procedures and Code of Conduct.
2. That District administrators and designated staff have the right to review, edit and/or delete any material stored on District computers, which they believe, in their sole discretion, may be unlawful, obscene, abusive, or otherwise objectionable. Staff members hereby waive any right of privacy which they may otherwise have to such material.
3. That the School District will not be liable for any direct or indirect, incidental, or consequential damages due to information gained and/or obtained via use of the District's network resources.
4. That the School District does not warrant that the functions of any District network, or any network accessible through District resources, will meet any specific requirements you may have, or that the network resources will be error-free or uninterrupted.
5. That the School District shall not be liable for any direct or indirect, incidental, or consequential damages (including lost data or information) sustained or incurred in connection with the use, operation, or inability to use District networks and resources.
6. That the use of the District network(s), including access to public networks, is a privilege which may be revoked by network administrators at any time for violation of the Acceptable Use Procedures and Code of Conduct. The School District will be the sole arbiter(s) of what constitutes violation of the Acceptable Use Procedures or Code of Conduct.
7. In consideration for the privilege of using the School District network resources and in consideration for having access to the public networks, I hereby release the School District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, the District network resources.

Name of User/Staff Member: \_\_\_\_\_

Home phone: \_\_\_\_\_

School of Employment: \_\_\_\_\_

Position of Employment: \_\_\_\_\_

I hereby certify that I have read the Acceptable Use Policy and Procedures; that I fully understand their terms and conditions; and that I will abide by the terms conditions set forth in those documents.

Signature of User/Staff Member: \_\_\_\_\_

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

Signature of Building Principal: \_\_\_\_\_

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

*See Policy GBEF-R*

## STAFF FUNDS MANAGEMENT

Staff members are responsible for the safekeeping and proper accounting of all student funds collected by them until they are transmitted to the proper depository.

ADOPTED:

- Bath School Board, March 12, 2009
- Haverhill Cooperative School Board, March 19, 2009
- Piermont School Board, March 17, 2009
- Warren School Board, May 12, 2009
- SAU School Board, April 2, 2009

## STAFF PROTECTION

## Liability Insurance

All employees of the District are covered by professional liability insurance. This insurance is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are as provided by policy limits and as provided in state law.

## Workers' Compensation

All employees of the District are covered by workers' compensation insurance paid for and provided by the District. This insurance coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits afforded are as provided for in state law.

## Unemployment Compensation

All employees of the District are covered by unemployment compensation insurance paid for and provided by the Board. This insurance coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits afforded are as provided for in state law. District employees with reasonable assurance of employment after a regularly scheduled vacation break are ineligible for benefits during such breaks.

## Legal References:

RSA 31: 105

RSA 31: 107

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF HEALTH

## I. PreEmployment Examination

All school personnel shall have a pre-employment medical examination by a licensed physician. This examination is to take place after the job offer has been made but prior to the commencement of employment duties. Such examination shall be reported by the physician on a form provided by the office of the Superintendent of Schools. The cost of the physical shall be borne solely by the employer.

## II. Additional Examinations

- A. Cafeteria personnel and school bus drivers employed by the district shall have a yearly physical as required by the State of New Hampshire prior to the beginning of each school year.
- B. School bus contractors shall require their bus drivers to have a physical in compliance with RSA 200:37. The district shall not be responsible for the cost of physicals for the employees of contracted transportation carriers.
- C. Any employee who objects to all or part of any medical examination because of religious beliefs shall be exempt from said examination, except but no exemption shall be granted if state or local authorities determine that such an exemption would constitute a hazard to the health of persons exposed to the unexamined individuals.
- D. The Superintendent may request a medical examination for any employee if at any time he/she has reason to believe that the employee's physical or mental health is inimical to the welfare of pupils and/or other employees. The cost of such examination will be borne by the district. The cost of any subsequent treatment shall be borne by the individual.
- E. It is the responsibility of the Superintendent to report any violations of Section II, A or B and to keep accurate records as evidence of compliance with the above policy.

## Legal References:

RSA 200:36  
RSA 200:37

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF PARTICIPATION IN COMMUNITY ACTIVITIES

The Board urges the staff to participate constructively in community activities that have as their objectives the improvement of the general welfare of the community, state, and nation.

In their relationships with community groups, a conscientious effort should be made by staff members to make school life a part of community life, and to bring the community close to the schools. Staff should endeavor to know the community and its influences on and opportunities for students.

The Board encourages all staff members to recognize their responsibilities to the community and participate in the various cultural, civic, and charitable projects.

Staff members are reminded that they may be viewed by the community as representatives of the school system. Staff members, however, will not claim to be official district representatives unless they have been so designated by the Board or Administration.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The School Board recognizes that employees of the school district have certain civic rights. Employees, as citizens, have a right to engage in political activities. Nevertheless, this right to engage in political activities may be reasonably conditioned by the School Board as an employer. This policy defines the types of conduct that are not permitted.

Employees will not advocate their personal political views or engage in political activities defined in this policy during hours of official employment. Employees will not exploit students in any way to promote their personal political views. Employees will not misrepresent their political views as those of the school division.

Examples of activities that are not permitted include:

1. Representing personal political views as those of the school division; employees should always take adequate precautions to distinguish between their personal political views and those of the school division;
2. Interfering with colleague's exercise of political and citizenship rights and responsibilities; and
3. Using school division privileges, school division resources or working time to promote political candidates or for partisan political activities.

It is the intention of this policy that political activities be narrowly defined to mean only "partisan political activities." Partisan political activities would include the posting of political circulars or petitions, collection and/or solicitation of campaign funds, solicitations for campaign workers and other activities of a clearly partisan nature, including those activities relating to local, state, or federal elections.

Nothing in this policy is to be construed as precluding discussion of current events or conducting mock elections, debates, conventions or similar simulated political activities, where the activity is primarily intended as an educational experience.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## PERSONNEL RECORDS

The Superintendent is authorized and directed to develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each employee, certificated and non-certificated, shall be accurately maintained in the School Administrative Unit offices. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations and such other information as may be considered pertinent.
2. A staff development folder for each certificated employee shall be accurately maintained in the School Administrative Unit offices. Such folder shall contain records and information relative to professional growth activities taken in compliance with the School District Staff Development Master Plan.
3. All personnel records of individual employees of the Board shall be considered confidential. They shall not be open for public inspection. The Superintendent and his/her designees shall take the necessary steps to safeguard against unauthorized use of all confidential material.

Upon written request to the Superintendent, each employee shall have the right to review at a mutually convenient time the contents of his/her personnel file excepting, however, any confidential references. The review shall be made in the presence of the administrator responsible for the safekeeping of such files. Reproductions of such material may be made by hand or copy machine, if available. If a copy machine is available, one copy will be provided of each requested item. The Board shall be held harmless from any and all claims in connection with permission granted to any employee under this section.

Once each year, each employee shall have the right to request in writing removal of documents and/or other materials in the file which he/she feels may be obsolete or otherwise inappropriate to retain.

Employees shall have the right to make appropriate response to any material contained in their personnel file and such response shall be made a part of said employee's file.

Provisions of this policy may be superseded by Collective Bargaining Agreements.

Legal References:

RSA 91-A:5

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## STAFF COMPLAINTS AND GRIEVANCES

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of district policies regulations and procedures, existing laws, or other actions that adversely and directly affect the employee personally and/or his/her work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the lowest level of supervision.

A complaint to be considered under this procedure must be initiated by the employee within ten (10) workdays of its occurrence, or from the time the staff member should have known of its occurrence. Upon an employee's request, an extension to the 10-day reporting requirement (initiation of the complaint procedure) may be granted. Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she filed a complaint.

Procedures

Complaints will be processed according to the step-by-step procedures outlined below:

## 1. Working Site Level (Step 1)

- a. A complaint will be presented orally and informally to the immediate supervisor. If the complaint is not promptly resolved, it will be reduced to writing, using the Employee Complaint Form, and submitted to the immediate supervisor.
- b. Within five (5) workdays of receiving the complaint, the immediate supervisor will render a decision, in writing, to the complainant and the person or persons originally involved in the complaint.
- c. If the employee complaint is regarding the immediate supervisor, proceed to step 3-b District Level.

## 2. Site Level (Step 2)

- a. Within five workdays after receiving the decision at Step 1, the complainant may appeal the decision, in writing, to the appropriate Principal.
- b. The Principal will, within 10 workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the immediate supervisor and to the person or persons originally involved in the complaint.

## 3. District Level (Step 3)

- a. Within five (5) workdays after receiving the decision at Step 2, the complainant may appeal the decision, in writing, to the Superintendent, or official designee.

- b. The Superintendent, or official designee, will, within ten (10) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the Principal, or immediate supervisor, and to the person or persons originally involved in the complaint. Such decisions will be final.

\*Note: Other procedures are followed for the processing of grievances as defined in collective bargaining agreements. Such procedures are set forth in agreements with staff units.

ADOPTED: Bath School Board, October 18, 2018  
Haverhill Cooperative School Board, November 5, 2018  
Piermont School Board, December 18, 2018  
Warren School Board, November 13, 2018  
SAU School Board, November 7, 2018

STAFF COMPLAINT FORM

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

TO: \_\_\_\_\_ Complete in duplicate with copies to:  
Name of Principal 1. Principal  
2. Superintendent

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

SITE LEVEL

Date of Grievance: \_\_\_\_\_

1. Statement of Grievance (be sure to include the specific violation  
with proper references to the policy)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Injury and loss which is claimed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Answer given by Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Date received by Superintendent: \_\_\_\_\_  
 Answer given by Superintendent: \_\_\_\_\_

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Date \_\_\_\_\_

Position of Grievant: \_\_\_\_\_

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Date \_\_\_\_\_

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## GOVERNING BOARD LEVEL

Answer given by Board: \_\_\_\_\_

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Date \_\_\_\_\_

## PROFESSIONAL AND SUPPORT STAFF POSITIONS

All professional and support staff positions are created only with the approval of the Board. It is the Board's intent to activate a sufficient number of positions to accomplish the school district's goals and objectives.

The Board also instructs the superintendent to maintain a comprehensive and uptodate set of job descriptions of all positions in the school system.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL STAFF POSITIONS

## Responsibilities and Duties of Teachers

The teacher shall be academically qualified in the area he/she is to instruct, and should demonstrate a competence at transmitting learning to the student and the manner and means of accumulating, assimilating, and evaluating the knowledge associated with his/her academic field. The teacher should demonstrate an awareness of other academic fields and should possess a reasonable and responsible attitude toward the education of the whole child.

The teacher shall constantly be alert to the example presented to students, parents, community, and fellow workers, striving to consistently exemplify the good. Relationships shall avoid personal attachments which detract from the obligation to constantly lead and critically evaluate the individual and the situation.

The teacher must be aware of various instructional trends and participate in exploration of possible changes in method or content of instruction.

The teacher shall demonstrate an ability to control the situations encountered in the performance of duties while exhibiting the proper respect for the dignity and worth of each individual.

The teacher shall demonstrate the ability to define the objectives of instruction and the ability to assess the results of the efficiency and effectiveness of the instruction.

A basic teaching assignment is described as follows: The teacher will instruct regular classes, properly prepare lessons and tests, properly correct all assigned work, evaluate student's work, use care in filling out requested forms and reports, supervise bus arrivals and departures, playgrounds, cafeteria, hallways as special assignment, and as a general phase of daily work; make use of the extra help periods; accept and adequately perform duties as advisor to classes or clubs (including chaperoning occasional night time affairs), and report to the assigned building on days as scheduled by the Superintendent of Schools; and attend other affairs periodic in nature such as teachers' meetings, department meetings, community affairs directly related to the school, and to actively participate in the school program. Each teacher is required to carry out assignments from the building principal or other responsible administrator in conformance with school board policies and regulations of the school board and the Superintendent.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**PROFESSIONAL STAFF CONTRACTS**

Contracts are required to protect the interests of the employee and the School District. It is the duty of the School Board to develop and adopt standard contract forms conforming to all applicable laws, statutes and agreements, paying particular attention to the explicit statement of all clauses in order to avoid any misunderstandings between the signatories. Every permanent professional employee shall be required to execute a contract with the School District. The contract shall be signed by the employee and the Superintendent or his/her designee.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## MATERNITY LEAVE

Except in cases of emergency, maternity leave should be requested in writing by the staff member at least thirty (30) days prior to the day leave is to commence. Maternity leave shall be granted without pay or benefits to all staff members who qualify under the following provisions:

1. A staff member who is pregnant may continue her employment as long as she is able to adequately perform her duties, and can supply to the Board sufficient medical evidence to insure her health and safety. The Board, in any event, shall be held harmless from any and all claims by a pregnant staff member in connection with the decision to continue working while pregnant.
2. Maternity leave will not be granted for a period beyond sixty (60) work days after the birth of the child. However, leave may be extended at the sole discretion of the School Board, to preserve continuity of instruction by having the staff member renew her employment at the commencement of a school year, semester or quarter. If a position offered to a staff member is not accepted within 15 days of commencement of its offering, the position will be declared vacant and the staff member shall have no further rights to a position in the School District.
3. The School District will have discharged its entire responsibility under this policy by offering reemployment to the staff member within the scope of her qualifications within the time limits established in number (2) above.
4. Any portion of a leave taken by a staff member due to disability resulting from pregnancy, miscarriage or childbirth shall be charged to her sick leave upon the presentation of sufficient written medical evidence attesting to the nature, extent and length of the disability. Sick leave benefits will be limited to the amount of sick leave actually accumulated by the staff member.
5. At the conclusion of maternity leave the staff member shall be reinstated at the seniority and salary she held when the leave began. The employee shall be reinstated to a position to which she is qualified but not necessarily the same position which she held prior to taking maternity leave.
6. Except when a competent certified replacement cannot be contracted, child care leave of up to one year, for child rearing or adoption, may be granted without pay to teachers, upon written request for such leave. Notification of the intent to take such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the termination date of such leave. Child care leave shall commence and end at the beginning of a marking period (quarter).
7. At least ninety (90) days before the expiration of the child care leave, the teacher must notify the Superintendent in writing if the teacher intends to return to work. If the Superintendent does not receive such notice in writing within the 90 day period, the teacher shall lose any right or entitlement to a teaching position in the district. A teacher planning on returning to the district for the following school year must notify the Superintendent in writing by March 15th of his/her intent to return. A person failing to do so shall lose any right or entitlement to a teaching position in the district. At the conclusion of the leave, with timely notice of return, the employee shall be reinstated to a position to which he/she is qualified but not necessarily the same position which he/she held prior to taking child care leave.

ADOPTED: Bath School Board, March 12, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**JURY DUTY**

An employee called as a juror for a court appearance will be paid the difference between the fee he/she receives for such services, based upon the employee's regular daily rate. Satisfactory evidence (court issued pay stubs) must be submitted to the office of the Superintendent.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## MILITARY LEAVE

An employee will be eligible for all considerations of military leave in accordance with applicable state statutes and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Uniformed Services consists of: Army, Navy, Air Force, Coast Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, State National Guard, and any other category of persons designated by the President of the United States in time of war or emergency.

The employee must provide to the Superintendent advance written notice, except in cases of emergency assignment or other conditions that make notice impossible or unreasonable. The employee must provide either written documentation evidencing performance of military duty or identify the military command in order for the school to verify the request.

Any employee who is a member of a reserve component of the United States armed forces, or a member of the National Guard shall be entitled to a leave of absence without loss of pay or time.

Applicable state law and applicable provisions of the USERRA will govern any employee's reemployment with the school district. Notwithstanding those provisions, the school district may still exercise its rights under RSA 189:14-a.

A probationary teacher returning to the employment in the District from military service shall be regarded as retaining the period of probationary service achieved prior to his/her entry into military service, but none of the time spent in the military shall count towards tenure rights.

All employees on military leave shall be given the benefit of any increments and benefits which would have been credited to them had they remained in active service with the District.

The Board reserves the right to extend a leave to those remaining in military service beyond the compulsory service period.

#### Annual Reserve or Guard Training

Any regular employee who is a duly qualified member of the Reserve components of the Armed Forces and is called to receive annual military training with the Armed Forces of The United States will be paid the difference between the salary he/she receives for such service and the amount of earnings lost by reason of such service, based upon the employee's daily rate. He/She shall be paid under the following conditions:

1. The employee will not be paid more than fifteen days for such service in any one calendar year.
2. Satisfactory evidence (pay stubs) must be presented to the office of the Superintendent.
3. He/She shall give evidence defining the date of departure and date of return for purposes of military training thirty days prior to the date of departure.
4. He/She shall give evidence of satisfactory completion of such training.

#### Legal References:

38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act  
RSA 110-C, National Guard; Rights and Protections  
RSA 112, Public Officers or Employees; Military Leave

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## FAMILY AND MEDICAL LEAVE ACT

Consistent with the federal Family and Medical Leave Act of 1993, the School District recognizes that eligible employees have access to unpaid family and medical leave for up to twelve (12) weeks during any twelve (12) month period. The intent of this policy is to summarize the Act as it applies to eligible employees of the School District. An employee should consult the regulations which implement the Act for more specific definitions and criteria for use. It is not the intent of this Policy to provide additional, or different, provisions than those specified in the Act and its implementing regulations.

To be eligible for family or medical leave, an employee must have been employed for at least twelve (12) months, have worked at least 1,250 hours during the prior twelve months, and be employed at a work-site where at least 50 employees are employed by the District within a 75-mile radius of that work-site.

Family leave shall be provided when a son or daughter is born to the employee or when one is placed with the employee for adoption or foster care. Medical leave shall be provided in order for the employee to take care of a spouse, child, or parent who has a serious health condition rendering him/her unable to perform the functions of his/her job. Medical leave shall also be provided for the employee who has a serious health condition rendering him/her unable to perform the functions of his/her job.

An employee may elect, or the District may require, an employee to use accrued paid vacation, personal, or family leave for purposes of family leave. An employee may elect, or the District may require, an employee to use accrued vacation, personal, or medical/sick leave for purposes of medical leave.

The employee shall notify the District of his / her request for leave, if foreseeable, at least thirty (30) days prior to the date when the leave is to begin. If such leave is not foreseeable, then the employee shall give such notice as is practical. The District may require a certification from a health care provider if medical leave is requested. When an employee returns following a leave, he / she must be returned to the same or equivalent position of employment. The Superintendent, or his / her designee, may reassign a teacher consistent with the teacher's agreement, to a different grade level, building, or other assignment, consistent with the employee's certification.

The District shall post a notice prepared or approved by the Secretary of Labor stating the pertinent provisions of the Family and Medical Leave Act, including information concerning the enforcement of the Act.

#### Legal References;

29 U.S.C. § 20601 et. Seq., Family & Medical Leave Act

#### ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## WORKERS COMPENSATION

The district shall file a report of any occupational injury or disease to an employee with the State Department of Labor no later than five days after notification from the employee. If any employee is absent from work for four or more days a Supplemental Report of Injury will be filed as required. The employee is eligible for Workers Compensation wage benefits beginning the fourth day absent.

If an employee is out of work due to a Workers Compensation claim, all days absent will qualify as Family & Medical Leave Act (FMLA) days. All days absent will be deducted from accumulated sick days by the school district. Any paid sick days accumulated according to school district policy will be paid to the employee by the school district, with the understanding that any Workers Compensation wage benefits paid to the employee for those same days will be turned over to the school district. Any Workers Compensation benefits paid to the employee after accumulated sick days have been exhausted will be retained by the employee.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

PROFESSIONAL STAFF RECRUITING  
(Bath)

The School Board and the administrative personnel realize that a sound educational system cannot be built and maintained without definite procedures for the recruitment of personnel.

1. The quality of the educational program in any school system is dependent upon the employment and retention of high caliber personnel.
2. All currently employed personnel share a common responsibility for the procurement of the type of staff needed. They are expected to help in every way possible and specifically by making the system aware of outstanding prospects at every opportunity.
3. Staff recruitment is the responsibility of the Principal. Other staff will assist the Principal as needed.
4. First consideration will be given to those applicants seeking permanent rather than temporary employment.
5. All professional staff selected for employment must be nominated by the Superintendent and elected by the School Board. During the summer months the Superintendent is permitted to hire the best candidates and inform the Board during Nominations at the next public board meeting. The Superintendent will also inform the Board prior to issuing a letter of commitment to a new employee.
6. In selecting nominees for instructional positions, the Superintendent, after considering recommendations of subordinates, will be guided by the following criteria:
  - a. Professional qualifications and credentials, including full state certification
  - b. Successful job experience related or unrelated to the field of education
  - c. Specific requirements of position
  - d. Balance and stability within faculty
  - e. Budget considerations.

Related and unrelated experiences will be assessed to determine placement on the salary schedule.

Use step and track schedule to identify a professional staff salary for the ensuing school year.

PROFESSIONAL STAFF RECRUITING  
(Haverhill & SAU)

The School Board and the administrative personnel realize that a sound educational system cannot be built and maintained without definite procedures for the recruitment of personnel.

1. The quality of the educational program in any school system is dependent upon the employment and retention of high caliber personnel.
2. All currently employed personnel share a common responsibility for the procurement of the type of staff needed. They are expected to help in every way possible and specifically by making the system aware of outstanding prospects at every opportunity.
3. Staff recruitment is the responsibility of the Principal. Other staff will assist the Principal as needed.
4. First consideration will be given to those applicants seeking permanent rather than temporary employment.
5. All professional staff selected for employment must be nominated by the Superintendent and elected by the School Board. During the summer months the Superintendent is permitted to hire the best candidates and will inform the Board via email of his/her intent to hire. Nominations will be done at the next public board meeting.
6. In selecting nominees for instructional positions, the Superintendent, after considering recommendations of subordinates, will be guided by the following criteria:
  - a. Professional qualifications and credentials, including full state certification
  - b. Successful job experience related or unrelated to the field of education
  - c. Specific requirements of position
  - d. Balance and stability within faculty
  - e. Budget considerations.

Related and unrelated experiences will be assessed to determine placement on the salary schedule.

Use step and track schedule to identify a professional staff salary for the ensuing school year.

PROFESSIONAL STAFF RECRUITING  
(Piermont)

The School Board and the administrative personnel realize that a sound educational system cannot be built and maintained without definite procedures for the recruitment of personnel.

1. The quality of the educational program in any school system is dependent upon the employment and retention of high caliber personnel.
2. All currently employed personnel share a common responsibility for the procurement of the type of staff needed. They are expected to help in every way possible and specifically by making the system aware of outstanding prospects at every opportunity.
3. Staff recruitment is the responsibility of the Principal. Other staff will assist the Principal as needed.
4. First consideration will be given to those applicants seeking permanent rather than temporary employment.
5. All professional staff selected for employment must be nominated by the Superintendent and elected by the School Board.
6. In selecting nominees for instructional positions, the Superintendent, after considering recommendations of subordinates, will be guided by the following criteria:
  - a. Professional qualifications and credentials, including full state certification
  - b. Successful job experience related or unrelated to the field of education
  - c. Specific requirements of position
  - d. Balance and stability within faculty
  - e. Budget considerations.

Related and unrelated experiences will be assessed to determine placement on the salary schedule.

Use step and track schedule to identify a professional staff salary for the ensuing school year.



PROFESSIONAL STAFF RECRUITING  
(Warren)

The School Board and the administrative personnel realize that a sound educational system cannot be built and maintained without definite procedures for the recruitment of personnel.

1. The quality of the educational program in any school system is dependent upon the employment and retention of high caliber personnel.
2. All currently employed personnel share a common responsibility for the procurement of the type of staff needed. They are expected to help in every way possible and specifically by making the system aware of outstanding prospects at every opportunity.
3. Staff recruitment is the responsibility of the Principal. Other staff will assist the Principal as needed.
4. First consideration will be given to those applicants seeking permanent rather than temporary employment.
5. All professional staff selected for employment must be nominated by the Superintendent and elected by the School Board. During the summer months the Superintendent will nominate candidates via email to the school board. The school board has 7 calendar days to respond to the Superintendent, otherwise, the candidate will be elected as nominated.
6. In selecting nominees for instructional positions, the Superintendent, after considering recommendations of subordinates, will be guided by the following criteria:
  - a. Professional qualifications and credentials, including full state certification
  - b. Successful job experience related or unrelated to the field of education
  - c. Specific requirements of position
  - d. Balance and stability within faculty
  - e. Budget considerations.

Related and unrelated experiences will be assessed to determine placement on the salary schedule.

Use step and track schedule to identify a professional staff salary for the ensuing school year.

## PROFESSIONAL STAFF HIRING

Hiring is the responsibility of the Superintendent of Schools; he/she nominates teachers to the School Board for election. No professional staff may be elected by the School Board unless previously nominated by the Superintendent.

### Legal References:

RSA 189:39

RSA 189:14, 189:14 (a), 189:14(b)

### ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

PARTTIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT  
(Bath)

The Superintendent shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers who are absent. Such a list shall be filed with the principal of each school.

It will be the responsibility of the Principal or his/her designee to assign a substitute to fill any vacancy caused by the temporary absence of a regular staff member. Insofar as possible, principals will call teachers on the substitute list for the grades and/or subjects for which they are listed. A teacher whose name does not appear on the substitute list may not be employed in the school district except when specifically approved by the Superintendent. Principals will be responsible for seeing that the work of the substitute is as effective as possible and will provide him/her with a planned program.

All substitutes are responsible for maintaining the continuity and quality of the instructional program. Substitutes will be expected to follow regular teacher plans, leave a summary of lessons covered, and maintain good student rapport. They shall be evaluated by the principal, to assure the continuity of the instructional program.

The Superintendent shall have full authority to interpret the meaning of the eligibility rules for substitute teachers in their practical application in making up the eligible list.

Rate of Pay For Professional Staff Substitutes

The rate of pay for a temporary substitute shall be set by the School Board and subject to periodic review.

Whenever a fully qualified substitute is hired for a period in excess of fifteen (15) consecutive school days for the same staff member and the substitute will have full responsibility for the instruction to include planning lessons and marking students, such substitute will be placed on the minimum salary step for the district in which he/she is substituting retroactive on the sixteenth (16th) day.

Legal References:

RSA 189:13- a

PARTTIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT  
Haverhill  
(Substitute Teachers)

The Superintendent shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers who are absent. Such a list shall be filed with the principal of each school.

It will be the responsibility of the Principal or his/her designee to assign a substitute to fill any vacancy caused by the temporary absence of a regular staff member. Insofar as possible, principals will call teachers on the substitute list for the grades and/or subjects for which they are listed. A teacher whose name does not appear on the substitute list may not be employed in the school district except when specifically approved by the Superintendent. Principals will be responsible for seeing that the work of the substitute is as effective as possible and will provide him/her with a planned program.

All substitutes are responsible for maintaining the continuity and quality of the instructional program. Substitutes will be expected to follow regular teacher plans, leave a summary of lessons covered, and maintain good student rapport. They shall be evaluated by the principal, to assure the continuity of the instructional program.

The Superintendent shall have full authority to interpret the meaning of the eligibility rules for substitute teachers in their practical application in making up the eligible list.

Rate of Pay For Professional Staff Substitutes

Whenever a fully qualified substitute is required for a period in excess of ten (10) consecutive school days for the same staff member and the substitute will have full responsibility for the instruction to include planning lessons and marking students, such substitute will be placed on the minimum salary step for the district in which he/she is substituting beginning with the first (1<sup>st</sup>) day.

Whenever a substitute teacher is in place in the same position for beyond ten (10) days they will be paid at the professional staff salary minimum step beginning on the eleventh (11<sup>th</sup>) day.

Legal References:

RSA 189:13- a



ARRANGEMENTS FOR PROFESSIONAL STAFF SUBSTITUTES  
(Lesson Plans)

Teachers are to keep a set of daily plans. These plans are to be made six days in advance and kept in the teacher's desk where, if an emergency arises, a substitute will have easy access to them.

An emergency folder will be filed in the office and contain the following:

1. Daily schedule
2. Books used (especially reading books and plans for each reading group).
3. Seating chart (or names on desks in the lower grades).
4. Location of special materials (tests, work sheets, pictures, Weekly Reader, etc.)
5. Emergency procedures and materials if work cannot be covered by a substitute.
6. List of routine procedures and how to handle them.
7. Special duty list of students who take care of routines (if used).
8. Schedule of students and times for instrumental music instruction.
9. Cafeteria, assembly, assembly seating, club, detention, recess schedules (wherever applicable).
10. Bus list, if needed.
11. Pertinent personal data (students with medical and/or handicapping conditions).
12. List of games, activities, or projects that students might be involved in which would not detract from the overall goals for that class.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL STAFF ORIENTATION

It shall be the responsibility of the Superintendent, or his/her designee, to provide for an annual orientation of all professional staff members.

The orientation of returning personnel will focus upon the changes which have occurred during the previous year and the general goals for the coming year.

Orientation of personnel new to the school system may extend over a longer period of time and will provide a broadly based effort to supply information and background details which will improve the new teacher's understanding of the district's framework including policies of the Board, rules and regulations, and the instructional program.

The building principal or his/her designee shall orient all teachers to the evaluation procedures and standards during the first two weeks of their assignment to their respective building or program. No formal observations shall take place until such orientation has been completed.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL STAFF DEVELOPMENT

The concept of Staff Development is based upon the belief that ongoing professional growth is in the best interest of teachers, students and the district. The purpose of the Staff Development Master Plan is to organize and insure continuous professional growth for each staff member.

The school district recognizes its responsibility to assist employees in their efforts to improve the learning experiences of their students through the medium of staff development.

All professional staff members certified by the State of New Hampshire Department of Education shall satisfactorily complete, as a condition of employment and for purposes of recertification, the minimum required clock hours of approved activities in each three (3) year period. Clock hours will be earned in the manner prescribed in the approved School Administrative Unit TwentyThree (23) Staff Development Master Plan and the regulations of the State Department of Education.

The approved master plan and/or any of its components are managerial policy within the exclusive prerogative of the school district and as such are determined to be nonnegotiable.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## PROFESSIONAL STAFF ACTIVITIES

INDISTRICT

It is assumed that lectures, demonstrations or related activities, performed by professional staff within the District, are to be considered a service to the community, and are to be performed without fee. No professional staff shall charge a fee for activities within the District, directly related to his/her professional position unless specifically authorized or approved by the Superintendent. No professional staff may advertise or sell educational materials within the District not specifically authorized or approved by the Superintendent and/or Board.

OUT OF DISTRICT

The School Board encourages participation in professional and related activities. Arrangements for attendance and/or participation in such activities shall be approved by the administration in advance.

When a staff member is invited to speak, serve on a panel, or similar activity, cost reimbursement may be made subject to approval by the Superintendent up to the amount budgeted.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Professional staff receive their assignment from the Superintendent of Schools. No teacher shall be assigned to a position for which he/she is not qualified. Assignments will be made by the Superintendent of Schools, based on what he/she considers will be most advantageous for the educational program of the District.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



PROFESSIONAL STAFF TIME SCHEDULES  
(Bath Only)

It is the policy of the school district that every teacher should be at school thirty minutes before opening time and leave school no earlier than *fifteen* minutes after school dismissal without express permission from the principal.

At the discretion of the principal, teachers may be retained beyond the fifteen minutes for meetings, in-service training, parental appointments, extra help sessions for students, or extracurricular activities.

Teachers may leave school immediately after the buses have departed on the day preceding a holiday or a vacation.

Time schedules for each school shall be approved by the Superintendent.

**STAFF WORKLOAD  
(Haverhill Only)**

The responsibilities and duties of all permanent personnel will be established by the Superintendent of Schools or his/her designee.

Any such duty and responsibility may be reviewed by the School Board at the request of the person involved and if reviewed, the ruling of the School Board will be final.

**STAFF MEETINGS**

Planning staff meetings is the responsibility of each Building Principal. However, it is the policy of the Board that each Principal shall arrange at least 1 full staff meeting a month, and department, team, unit, and/or grade level meetings at least once a month.

**OTHER MEETINGS**

Rates for in-house teachers meetings during non-contract hours

\$ 25 per hour for up to 4 hours

\$100 for a full day (5 or more hours)

This does not include hours to attend regularly scheduled staff meetings covered by their professional responsibility above.

Note: If the district pays fees or tuition for professional development classes or college classes attended during non-contract hours, there will be no additional compensation.

## STAFF WORKLOAD

The responsibilities and duties of all permanent personnel will be established by the Superintendent of Schools or his/her designee.

Any such duty and responsibility may be reviewed by the School Board at the request of the person involved and if reviewed, the ruling of the School Board will be final.

## STAFF MEETINGS

Planning staff meetings is the responsibility of each building Principal, however, it is the policy of the Board that each Principal shall arrange at least 1 full staff meeting a month.

## OTHER MEETINGS

Rates for Teacher In-house SAU or School District Committee Work during non-contract hours.

\$ 25 per hour for up to 4 hours

\$100 for a full day (5 or more hours)

Work is defined as Curriculum work or Committee work as pre-approved by the building Principal or SAU Administrator.

This does not include hours to attend regularly scheduled staff meetings covered by their professional responsibility above.

Note: There will be no additional compensation for professional development classes or college classes attended during non-contract hours.

### ADOPTED:

Bath School Board, March 12, 2009, revised, March 15, 2012  
Piermont School Board, March 17, 2009, revised, April 10, 2012  
Warren School Board, May 12, 2009, revised May 1, 2012  
SAU School Board, April 2, 2009, revised May 30, 2012

**PROFESSIONAL STAFF EXTRA DUTY**

Teachers will be expected to assume reasonable duties over and above their regular teaching responsibilities. Assigned duties such as bus, lunch, playground as well as chaperoning student activities shall be considered a part of the teacher's basic assignment. Administrators will strive to equalize such duties among staff.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
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**SUPERVISION OF PROFESSIONAL STAFF**

The School Board realizes that inclass supervision of teachers, especially new teachers, is an important responsibility of the administrative personnel of the School District. It is the Board's expectation that adequate supervision of all teachers should be conducted by the administration.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## SAU 23 TEACHER EVALUATION PROCEDURE

**Evaluation Cycle:** Teachers who have been employed for five years or less and any teacher placed on an improvement plan will be evaluated annually in accordance with established procedures outlined below. Teachers with continuing contract status in another district will be considered continuing contract in SAU 23 after three continuous years of employment in SAU 23.

**Procedures:** The evaluation process shall consist of walk-throughs, informal and formal observations. Additional sources of data will be considered as evidence of effective teaching, such as unit plans, student and teacher work samples, committee work, examples of technology integration, and other evidence that is aligned with school and district goals. Teachers are encouraged to keep a digital folder of exemplary work completed during the year to share with the administrator as multiple sources of data.

**Continuing contract teachers** who have been employed within the district for more than five continuous years and who have demonstrated a record of satisfactory performance will be evaluated once every three years in accordance with the procedures outlined below.

In addition, the evaluation procedure for all teachers will include a self-assessment using the new teacher effectiveness rubrics, professional goal setting, annual review of these goals with an administrator, and a written self-evaluation of progress on the annual goals. All end of year reports of annual goals will be attached to the final summative evaluation completed during the designated evaluation year. (IPDP plans are completed on My Learning Plan. All SAU 23 forms for self-assessment, rubrics and goal setting are on the SAU website).

Starting with the teacher's self-assessment, goals should be developed with consideration for school and district initiatives and the teacher's individualized goals for professional growth. All teachers will be required to complete the Annual Performance Goals Form. A minimum of three (3) goals should be developed, although a teacher may elect to develop more than three goals. The teacher and administrator will meet each fall and spring to review the progress on these goals. Each teacher shall submit his/her Self-Evaluation of Goal Attainment to the administrator no later than May 15. Both parties will initial the goal sheets to indicate that these mini conferences were conducted.

### **Timelines:**

By September 15th each teacher shall complete the self-assessment based on the SAU 23 Teacher Effectiveness Model and use it along with school and district initiatives to create a minimum of 3 goals for the year. The goals will be submitted digitally to the administrator.

By October 15th the teacher and administrator shall review the yearly performance goals in relation to the Teacher Effectiveness Model. All individual professional development plans (IPDPs) will be completed on My Learning Plan. IPDPs are three year overarching goals and annual goals are benchmarks towards IPDP plans for recertification.

By April 1 at least one informal and one formal observation will be completed for teachers without continuing contract status and for teachers up for recertification. However, administrators reserve the option of conducting additional evaluations if they deem it necessary.

**Walk-throughs**

Walk-throughs are unannounced observations, usually lasting ten minutes. More frequent observations in classrooms are intended to provide Administrators with improved opportunities to collect evidence of effective teaching. Administrators will provide written, digital feedback to the teacher, noting evidence of teacher effectiveness in any one of the four domains and ten standards described in the SAU 23 educator effectiveness rubrics. The feedback from individual walkthroughs will not include performance level indicators. Administrators may complete a teacher's summative evaluation based on all walkthroughs, which will include performance level indicators on the rubric. Additional observations and forms of evidence will be gleaned as necessary.

1. The shared walkthrough form will serve as a record for these walk-throughs.
2. The teacher or administrator may request a meeting to discuss these observations at any time.
3. The teacher and the administrator cooperatively set objectives for the teacher's growth.

**Informal Observations:**

1. Informal observations shall be at least 30 minutes in length. Informal observations may be announced or unannounced.
2. The administrator and teacher shall meet for a conference at a mutually agreeable time to discuss the informal visits to date.
3. Written digital feedback will be provided to the teacher and include performance level descriptors on the rubrics.

**Formal Observations:**

1. The administrator shall observe at least one lesson consisting of a full class period or lesson.
2. All formal evaluations will be conducted openly with full knowledge of the teacher.
3. Each pre-observation conference, planned observation, and post-observation conference shall be conducted at a mutually agreeable time.
4. One pre-observation conference may be used for multiple planned observations if mutually agreeable to the teacher and the administrator.
5. One post observation conference may be used for multiple planned observations if mutually agreeable to the teacher and the administrator.

**Formal Observation Report:** The teacher shall receive a copy of the completed report and it shall include:

1. A copy of one to four of the Educator Effectiveness Rubrics with performance level descriptors, highlighting the evidence observed in the lesson or discussed in post-conference. All indicators of effective teaching are unlikely to be observed in one lesson.
2. The teacher's progress in meeting any of his/her objectives are recorded on the Informal Observation, annual individual teacher goals
3. Documentation of concerns deemed significant.
4. Strengths/problem areas related to the teacher's performance will be identified.

**Summative Evaluation Conference:**

1. For all teachers without continuing contract status or any teacher who has been placed on an improvement plan, the Summative Evaluation conference will be completed no later than April 1st. For continuing contract teachers, who are satisfactorily completing at least their sixth year of teaching, the summative evaluation conference must be completed no later than May 30th. At this time, the administrator and the teacher review the completed Summative Performance Evaluation Document.
2. The teacher may write a response to the evaluation and have it placed in his/her Central Office personnel file.
3. The building administrator shall be responsible for the writing of the Summative Performance
4. All teachers will bring their completed self-evaluation of their stated Annual Performance Goals to this conference to be reviewed with the administrator. The self-evaluation will be attached to the Summative Performance Evaluation Document.
5. Teachers with a satisfactory performance record who will begin their sixth year of employment the following school year will be notified that they will be placed on the three-year evaluation cycle and this change will be noted in the Summative Performance Evaluation Document.
6. In the event that the summative evaluation indicates unsatisfactory performance, an improvement plan will be written and implemented.
7. Any continuing contract teacher placed on an improvement plan will be evaluated annually. Once the administrator determines that targeted improvements have been achieved and there is reasonable assurance that the teacher will consistently demonstrate effective performance, he or she will again be placed on the three-year evaluation cycle established for effective continuing contract teachers.

ADOPTED:                      Bath School Board – June 16, 2016  
                                      Haverhill Cooperative School Board – June 13, 2016  
                                      Piermont School Board – September 20, 2016  
                                      SAU School Board – September 7, 2016  
                                      Warren School Board – August 9, 2106

**SAU #23**  
**Annual Performance Goal Sheet for Teachers**

**Year:** \_\_\_\_\_ **Tenured Teacher** \_\_\_\_\_ **Non-tenured Teacher**

**Teacher:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Position:** \_\_\_\_\_

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*Reflect upon your job description, knowledge of student performance, and the goals for school improvement established by your district and/or school to determine at least three (3) Performance Goals you hope to achieve this year. You may develop more than three goals if you wish. The first two goals must be in the areas of technology and utilization of data. The last goal will be dictated by your personal choices for professional growth. Your progress in achieving these goals will be reflected in your evaluations and "Section D: Assessment of Results" will be completed as part of your Summative Evaluation Conference. At that time you and your administrator will each sign this form indicating the level of progress made on each goal you articulated.*

---

**A. Specify your goals/objectives:**

**Goal #1: [For Technology Implementation]**

**Goal #2: [For using data, including assessment data from NECAP'S and NWEA'S, to guide instruction]**

**Goal # 3:**

**B. Action Plan: (Explain how you will achieve your goals?)**

**Goal #1: [For Technology Implementation]**

**Goal #2: [For using data, including assessment data from NECAP'S and NWEA'S, to guide instruction]**

**Goal # 3:**

**C. Evaluation Criteria: (How will you know that your goals are achieved?)**

**Goal #1: [For Technology Implementation]**

**Goal #2: [For using data, including assessment data from NECAP'S and NWEA'S, to guide instruction]**

**Goal # 3:**

E. Assessment of Results: To be completed by the teacher  
(Check Appropriate Symbols)

Symbols:                    A = Achieved    PA = Partially Achieved NA = Not achieved (Any goal assessed as NA must be explained below.)
---

**Goal #1: [For Technology Implementation]**

\_\_\_\_\_ A \_\_\_\_\_ PA \_\_\_\_\_ NA

**Goal #2: [For using data, including assessment data from NECAP'S and NWEA'S, to guide instruction]**

\_\_\_\_\_ A \_\_\_\_\_ PA \_\_\_\_\_ NA

**Goal # 3:**

\_\_\_\_\_ A \_\_\_\_\_ PA \_\_\_\_\_ NA

**Comments (Primary Evaluator/Administrator)**

**Comments (Teacher)**

DATE THIS DOCUMENT WAS ATTACHED TO TEACHER'S  
SUMMATIVE EVALUATION:

Teacher's Signature:

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

Evaluator's Signature:

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



## PROFESSIONAL AND SUPPORT STAFF PROMOTION/DEMOTION

Existing personnel are invited to apply for any opening of increased responsibility. As with all other opportunities in the District, the qualifications, performance and suitability of the applicant shall be the only criteria for selection, not length of service in the District.

An employee may be demoted for cause if the reason is not serious enough to warrant dismissal. He/She shall be notified in writing of the reasons for his/her demotion, with a copy becoming a permanent part of his/her personnel record.

Promotions and demotions of personnel shall be approved by a majority vote of the School Board, acting on recommendation of the Superintendent.

The employee may appeal the action to the School Board after having followed the procedure prescribed by the regulations. The School Board may hold a hearing and render a decision, which is final.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL STAFF TERMINATION OF EMPLOYMENT

Notice of nonrenewal/termination of a contract will be given by delivering it personally to the professional staff member or by sending it by registered or certified mail, directed to the professional staff member at his/her place of residence as recorded in the school district records.

Any certificated staff member, including continuing teachers, may be dismissed at any time for cause. Dismissal will be in accordance with the state laws.

The effective date of termination of services for a staff member not returning to work following a paid holiday whether for reasons of dismissal, resignation, or the beginning of an extended leave of absence without pay will be the last working day immediately preceding the paid holiday.

### Legal References:

RSA 189:14-a

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

REDUCTION IN FORCE  
Haverhill Only

When the Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.

A. Notice

1. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Teachers' Association and all of the teachers in the specific classifications upon which it is contemplated a position will be eliminated.

For the purposes of this policy, classifications are defined as follows:

K through third grade;  
fourth through eighth grade;  
ninth through twelfth.

2. The School Board will review any written presentations regarding the reduction in force from teachers' Unions, individual teachers, or the public.
3. The decision to implement the reduction in force shall be made in the sole discretion of the School Board.

B. Procedures for Determining Reduction in Force

1. The School Board will make reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract).
2. If further reductions in staff are necessary, the School Board should retain those teachers who, in its sound discretion, will be the best teachers for the school system and the students it serves.
3. Specifically, the School Board does not condone "bumping". The best teachers shall be retained, regardless of whether the teacher is probationary or not. A teacher with more than three years of employment in the school district shall not have the right to displace another teacher with less than three years of service in the school district.
4. In identifying which teachers to release, the School Board shall consider the following factors: certification, academic preparation, professional growth, job performance, experience in certified area and/or classification, ability, and overall effectiveness. All of the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in this School District.
5. There will be no recall rights for terminated employees. However, the school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees submit a seasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three year period shall resume employment by the school district at no less than the step occupied when the teaching position previously held was terminated.

6. Any transfer, assignments, or reassignments resulting from or involved with a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.
7. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

The procedures set forth in this policy are subject to applicable collective bargaining agreement provisions.

ADOPTED: Haverhill Cooperative School Board, March 19, 2009

## REDUCTION IN FORCE

When the School Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reduction, change in or consolidation of Board Authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.

## A. Notice

1. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify those teachers whose position may be eliminated.
2. The School Board will review any written presentations regarding the reduction in force from teachers' Unions, individual teachers, or the public.
3. The decision to implement the reduction in force shall be made in the sole discretion of the School Board.

## B. Procedures for Determining Reduction in Force

1. If reductions in staff are necessary or desirable, the School Board should retain those teachers who, in its sound discretion, will be the best teachers for the school system and the students it serves.
2. Specifically, the School Board does not condone "bumping". The best teachers shall be retained, regardless of whether the teacher is probationary or not. A teacher with more than three years of employment in the school district shall not have the right to displace another teacher with less than three years of service in the school district.
3. In identifying which teachers to release, the School Board shall consider the following factors: certification, academic preparation, professional growth, job performance, experience in certified area and/or classification, ability, and overall effectiveness. All of the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in this School District.
4. There will be no recall rights for terminated employees. However, the school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees submit a seasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three year period shall resume employment by the school district at no less than the step occupied when the teaching position previously held was terminated.
5. Any transfer, assignments, or reassignments resulting from or involved with a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.
6. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.

ADOPTED: Bath School Board, March 12, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## RESIGNATION OF PROFESSIONAL STAFF MEMBER

The Board recognizes that circumstances might exist that would cause a professional employee to request a release from his/her contract. The School Board, however, is responsible for the employment of a professional staff that will help educate students in as effective a manner as is possible. This being so, resignations will be considered and/or approved only during the period commencing with the date the professional signs the contract in the spring and ending with the following July 15, and then only for the school year commencing with the following September. Furthermore, the Board at its option may not approve such resignations if an equally qualified and competent professional person cannot be hired to replace the person seeking approval of his or her resignation request.

The Board recognizes that extenuating circumstances may arise during a school year necessitating special consideration of a resignation, and will review each such case on its individual merits. Again, such a case will be considered only if an equally qualified and competent person can be hired to replace the staff member.

In all instances where the School Board does not release a staff member from his/her contract, and said person leaves employment of the district, it shall be the policy of this school district to consider seeking suspension of the staff member's credentials by the State Board of Education and/or proceed to initiate such court action which the School Board determines appropriate.

ADOPTED: Bath School Board, March 12, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**RESIGNATION OF PROFESSIONAL STAFF MEMBER  
(Haverhill)**

In all instances where the School Board does not release a staff member from his/her contract, and said person leaves employment of the district, it shall be the policy of this school district to consider seeking suspension of the staff member's credentials by the State Board of Education and/or proceed to initiate such court action which the School Board determines appropriate.

**RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

The Board is governed by the regulations of The New Hampshire Retirement System relating to retirement benefits. All eligible professional staff must be members of the New Hampshire Retirement System as a condition of employment.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## NON SCHOOL EMPLOYMENT BY STAFF

When a person is hired on a regular, full time basis, the Board considers that it has given him/her full time employment. It shall, therefore, expect all employees to give the responsibilities of their positions in the district precedence over any type of outside part time work.

The outside work done by a staff member is of concern to the Board insofar as it may:

1. Prevent the employee from performing his/her responsibilities in an effective manner.
2. Be prejudicial to his/her effectiveness in the position; or might compromise or embarrass the school district.
3. Raise a question of conflict of interest for example, where the employee's position in the district gives him/her access to information or another advantage useful to the outside employer.

Therefore, an employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time that he/she needs to fulfill the responsibilities of the position. An employee shall also not use any district facilities, equipment, or materials in performing outside work, without permission of the Superintendent or his/her designee.

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## CONSULTING

The School Board is pleased to have members of its staff serve as consultants or workers for outside individuals and organizations, provided that their responsibilities to district paid positions in the school system are adequately met. Each staff member is expected to restrict his/her outside work to his/her nondistrict paid hours.

A supervisor who observes that an employee's outside work activities are adversely affecting his/her job performance should advise the employee to resolve the situation. If it cannot be resolved to mutual satisfaction, then the supervisor shall make a report to the Superintendent.

The Superintendent will oversee the carrying out of the policy, advise the School Board of any policy abuse, request any policy exceptions, and notify the Board of any need for policy change.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**TUTORING FOR PAY**

It is Board policy that no staff member may receive pay for tutoring any child enrolled in the School District during the school year without written permission of the administration.

The above does not apply to homebound instruction approved by the administration.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL RESEARCH AND PUBLISHING

The Board considers that the school district has proprietary rights to publications, instructional materials, and devices prepared by district employees during their paid work time. However, the Board also recognizes the importance of encouraging its professionals' writing, research, and other creative endeavors.

When original materials are developed by employees or staff committees during working time, or as part of regular or special assignments for which they are paid, the district will have sole rights in matters of publication or reproduction. However, the district will clearly recognize and note the identity of the employee(s) who created the materials.

In situations where the proprietary rights to material are in doubt as for example, when original instructional materials have been developed partially during working time or as part of a paid assignment and partially during the staff member's own time, arrangements will be made for the appropriate assignment of rights and any profits.

A staff member may use his/her background of knowledge of district programs and operations in professional writing of any type, without the Board claiming any rights to the materials or authority to approve them prior to publication, except that articles purporting to represent district policy will be cleared by the Superintendent who may, if the subject warrants, seek Board clearance.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## EXCHANGE TEACHING

The School District recognizes the advantages of teachers who broaden their educational and personal experiences whenever possible. The board encourages teacher exchanges when the situation would benefit both the individual teacher and the school district. For this reason, the school board may grant up to two years leave of absence, without pay, to a teacher.

Requests for such leave must be made by March 1st of the academic year preceding the year for which such leave is requested. The application must be made in writing to the Superintendent of Schools, who will recommend to the School Board the action which he/she feels would best further the interest of the educational program of the School District.

Such requests will be considered in the context of the overall educational program of the School District and the decision of the School Board shall be final.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## PROFESSIONAL ORGANIZATIONS

A staff member will have the freedom to join, or not to join, any professional organization. Membership dues in such an organization will be the member's individual responsibility. However, when an individual membership in an organization would bring obvious benefits to the entire district, that membership may be taken out with the superintendent's approval, at district expense.

The use of school facilities by professional organizations local, state, national, or other will be subject to Board policy and administrative regulations on public use of school facilities, with such exceptions that may have been established for district employee organizations in a negotiated agreement with the Board.

## ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPPORT STAFF**

The Board recognizes that good work done by support staff members contributes greatly to the smooth and effective operations of the district. The Board seeks to attract and keep concerned and capable men and women to carry on support services assignments.

Unless specifically noted as a policy affecting only Professional Staff, all policies in Section G; Personnel will apply to support staff as well as professional staff.

ADOPTED:            Bath School Board, March 12, 2009  
                         Haverhill Cooperative School Board, March 19, 2009  
                         Piermont School Board, March 17, 2009  
                         Warren School Board, May 12, 2009  
                         SAU School Board, April 2, 2009

**SUPPORT STAFF LETTERS OF AGREEMENT**

Every permanent support staff member shall be required to execute a letter of agreement with the District. The letter of agreement shall be signed by the employee and the Superintendent or his/her designee.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## HEALTH INSURANCE FOR RETIRED EMPLOYEES

The School District understands that it has been past practice that retired professional and support staff employees are covered under the district's health insurance plan at their own expense. It is also understood that after the employee was deceased, the spouse continued to be covered at his/her own expense.

The School District will continue to cover retired employees and their spouses at their own expense but any additional family members not already covered at the time of retirement will not be covered, and may not be added to the retiree's health plan.

**ADOPTED:**

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPPORT STAFF RECRUITING**

Support staff recruitment is the responsibility of the Superintendent. Principals and other staff will assist the Superintendent as needed.

**ADOPTED:**

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPPORT STAFF HIRING**

All support staff (with the exception of short-term substitutes) shall be nominated by the Superintendent and elected by the Board.

Re-nomination and reelection shall take place annually.

### **Legal References:**

NH Code of Administrative Rules Section 302.02  
RSA 189:13-a

**ADOPTED:** Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009

**SUPPORT STAFF HIRING  
(SAU Only)**

All support staff shall be appointed by the Superintendent and approved by the SAU Chairperson prior to being employed.

Re-nomination and reelection shall take place annually.

**PART TIME AND SUBSTITUTE SUPPORT STAFF EMPLOYMENT**

It shall be the responsibility of the Principal or his/her designee to assign a substitute to fill any vacancy caused by the temporary absence of a regular staff member. The Principal shall maintain a list of qualified substitutes who may be called upon to replace support staff who are absent. Principals will be responsible for seeing that the work of the substitute is as effective as possible and will provide him/her with a planned program.

**ADOPTED:**

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## HIRING AND EVALUATION OF COACHES (Haverhill)

The most essential factor in an educationally sound athletic program is a well-qualified coach. Coaching is a special kind of teaching. A coach not only teaches, refines and reinforces skills, but is also a role model for the student-athletes he/she coaches. Beyond knowledge of the rules and fundamentals of his/her sport, a well-qualified coach will have organizational, communication, motivational, and, especially, teaching skills. A well qualified coach appreciates the influence he/she has as a role model and conducts himself/herself accordingly.

In addition to these fundamentals, a well qualified coach:

1. Understands that, first and foremost, he/she is there to teach/instruct;
2. Is sensitive to the need of maturing adolescents and assists in their physical, intellectual, social and emotional development;
3. Recognizes that students are diverse in their characteristics and backgrounds including age, maturity, gender, size and culture and adjusts his/her approach as appropriate;
4. Has a realistic sense of the level at which student athletes should be expected to perform;
5. Promotes sportsmanship, self-discipline and respect, both on and off the playing field;
6. Communicates in a positive manner rather than through intimidation;
7. Encourages competitive spirit, but not a "win at all costs" attitude;
8. Provides a fair opportunity for students to participate in competition;
9. Recognizes the need for balance in the lives of student athletes, including academic, family and social needs; and
10. Adheres to the same standards of conduct with respect to students as those standards of conduct that are expected of teachers.

### Hiring and Assignment of Coaches

It is the intent of the HCSD to hire well-qualified coaches for all its athletic programs. Because of the relationship between teaching and coaching, it is the district's policy to secure coaches, from its teaching staff when available. If it is necessary to secure individuals from outside the teaching staff, the Principal or designee (i.e.: Athletic Director) shall recommend only those persons deemed to have sufficient knowledge and experience to teach the fundamentals and rules of the sport, experience in working or volunteering with adolescents, and current training in sports first aid.

The Principal or designee (i.e.: Athletic Director) will be responsible for developing and implementing procedures for recruiting, selecting, recommending, and assigning coaches.

The Superintendent will consider the recommendations and make nominations to hire to the School Board.

Hiring of coaches shall be on an annual basis, with no expectation of continued employment in a coaching position.

Coaches may be disciplined or terminated in accordance with policies or administrative regulations.

Evaluation of Coaches

In an effort to maintain a well qualified coaching staff and the integrity of the school unit's athletic programming, coaches will be evaluated annually.

The Principal or designee (i.e.: Athletic Director) will be responsible for developing and implementing a process for evaluation of coaches. It is expected that the process will include a self-appraisal component, and that the administrative and self-appraisals will include knowledge of sports, coaching skills and techniques, organizational skills, attitudes, communication skills, behavior, and ethics.

**RATE OF PAY FOR SUPPORT STAFF SUBSTITUTES**

The rate of pay for a temporary substitute shall be set by the Superintendent or his/her designee and shall not exceed the hourly rate of the employee being replaced without board approval.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## SUPPORT STAFF ORIENTATION

The Board recognizes the need for properly trained support staff in their positions within the educational system. Therefore, the Principal shall make every effort to provide appropriate job orientation for support staff employees.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## SUPPORT STAFF PROBATION

All newly hired support staff shall serve a six month probationary period.

ADOPTED: Bath School Board, March 12, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

SUPPORT STAFF PROBATION  
(Haverhill only)

All newly hired support staff shall serve a *one year* probationary period.

## SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Support staff receive their assignments from the Superintendent of Schools. Assignments will be made by the Superintendent based upon what he/she considers will best meet the goals and objectives of the school district.

The Superintendent may transfer support staff between buildings within a school district

ADOPTED:

Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPPORT STAFF TIME SCHEDULE**

Time schedules for support staff shall be arranged by the Building Principal and approved by the Superintendent or his/her designee.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPPORT STAFF DEVELOPMENT OPPORTUNITIES**

Support staff are an integral part of the district's total staff. Their training and development are essential to the efficient and economical operation of the schools.

Therefore, all support staff shall be encouraged to grow in job skills and to take additional training that will improve their skills on the job. It shall be the responsibility of all building principals to assist to the maximum degree in the training of custodians, aides, and other support staff assigned to their buildings.

Absences to attend meetings, conventions, conferences, or workshops of local, state, or national associations which serve to advance the welfare of the district through the upgrading and strengthening of support services may be granted by the Superintendent of Schools or her designee.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

## **SUPERVISION OF SUPPORT STAFF**

The building Principal or his/her designee is responsible to provide adequate supervision of all support staff working in his/her building. The Superintendent or his/her designee is responsible to provide adequate supervision of all support staff working in any of the SAU offices.

**ADOPTED:**

- Bath School Board, March 12, 2009
- Haverhill Cooperative School Board, March 19, 2009
- Piermont School Board, March 17, 2009
- Warren School Board, May 12, 2009
- SAU School Board, April 2, 2009

## EVALUATION OF SUPPORT STAFF

All support staff shall be given at least one written evaluation each school year. It shall be the responsibility of the employee's immediate supervisor to write the evaluation. Probationary employees shall also be given at least one written evaluation prior to the end of their probationary period. Additional evaluations may be conducted if the Principal so determines additional evaluations are necessary.

The employee shall be given a copy of any evaluation during a conference held to discuss it. Thereafter, the employee shall sign the report. Such signature shall indicate that the evaluation has been read by the employee and in no way indicates agreement with the contents thereof. A copy of the evaluation shall be given to the building Principal and the original copy shall be sent to the Superintendent's office to be maintained in the employee's personnel file.

Support staff shall have the right to make appropriate response to any material contained in their evaluation, and such response shall be made part of said staff member's file.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009



## SUPPORT STAFF TERMINATION OF EMPLOYMENT

Notice of nonrenewal/termination will be given by delivering it personally to the support staff member or by sending it by registered or certified mail, directed to the support staff member at his/her place of residence as recorded in the school district records.

Any support staff member may be dismissed at any time for cause. Dismissal will be in accordance with the state laws.

The effective date of termination of services for a staff member not returning to work following a paid holiday whether for reasons of dismissal, resignation, or the beginning of an extended leave of absence without pay will be the last working day immediately preceding the paid holiday.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009

**RESIGNATION OF SUPPORT STAFF MEMBER**

Support staff may resign at any time, but must give ten (10) working days written notice to the Superintendent of Schools.

ADOPTED: Bath School Board, March 12, 2009  
Haverhill Cooperative School Board, March 19, 2009  
Piermont School Board, March 17, 2009  
Warren School Board, May 12, 2009  
SAU School Board, April 2, 2009