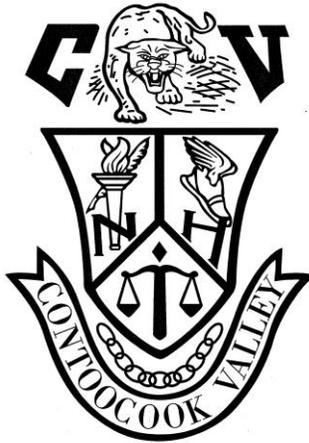


**NEW HAMPSHIRE PUBLIC SCHOOLS  
SCHOOL ADMINISTRATIVE UNIT #1**

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**STAFF MEMBER HANDBOOK  
CONTOOCH VALLEY REGIONAL SCHOOL DISTRICT**

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## LETTER FROM OUR SUPERINTENDENT

I am so happy to be one of the first people to welcome you into our ConVal School District community. We have a saying that I think goes a long way in expressing how we feel, *“Together...We are ConVal.”*

We are made stronger by our ability to work with one another to provide our students with the best possible educational opportunities. When we look at the reasons behind our work with students, I believe there are three primary overarching goals:

- We want our students to leave school with a broad level of content knowledge and positive work/life skills.
- We want our students to have different job and life opportunities available to them once out of ConVal and beyond.
- We want our students to become active members in their communities, our nation, and the larger global community (citizenship).

Our **School District Mission Statement** reinforces these goals by noting that:

*“The ConVal Regional School District, in partnership with its member communities, will inspire all learners to achieve academically, contribute to the global community, and thrive as independent and productive citizens.”*

Finally, a number of years ago the New Hampshire Department of Education launched the “Follow the Child” initiative. Although that initiative is no longer emphasized by the NHDOE, the ConVal School District still finds these conditions to be necessary in our schools for students to be successful.

These conditions include:

- Sense of belonging
- Access to heroes and caring role models
- Sense of accomplishment
- Fun and excitement
- Curiosity and creativity
- The spirit of adventure
- Leadership and responsibility
- Confidence to set goals and take action to reach those goals

I hope this handbook provides you answers to your questions, and I wish you a wonderful career here in ConVal. Welcome!

Kimberly A. Rizzo Saunders, CAGS  
Superintendent of Schools

## **Introduction**

The contents of this Handbook are applicable to all Contoocook Valley School District ("ConVal" or "District") employees except those employees who are subject to a collective bargaining agreement or other employment agreement have specifically defined procedures, process, or benefits applicable to covered employees that conflict with statements herein. Where such a conflict is evident, or the Handbook provides for "terms and conditions of employment" as defined in RSA 273-A, or confers an employment benefit which has not been negotiated with and agreed upon by the union, the collective bargaining agreement language will govern the employment and benefits of bargaining unit members. When the policies in this Handbook conflict with the School Board policies, the terms of the School Board policies shall govern.

The contents of this Handbook are generally written for full-time employees. There are some areas where applicability to part-time employees has been defined

The policies, procedures, and benefits described in this Handbook will provide useful guidelines. They are not terms or conditions of employment, and the Handbook is not an employment contract. Unless otherwise provided in a collective bargaining agreement or other employment agreement, no employee is hired for any specified term or duration. Rather, employment is at-will and the District may terminate an employee's employment at any time and for any reason just as employees may terminate their employment for any reason. The District does not recognize any individual contract of employment unless it is reduced to writing and signed by the employee and a School Board member (or an authorized designee).

The District reserves the right to make changes to or eliminate the policies, procedures, and other statements made in this Handbook at any time without notice. It is understood that future changes in policies and procedures will supersede or eliminate those found in this Handbook, and employees will generally be notified of such changes through normal communication channels. This Handbook supersedes all previous handbooks and similar documents with the exception of any collective bargaining agreement or other employment agreement in effect for employees of the District.

The District currently provides various benefits to its employees. These benefits typically include the benefits summarized in this Handbook. However, the District also reserves the right to change, revise or eliminate any and all of the employment benefits outlined in this Handbook at any time. The District, or its designated administrator, also has the exclusive authority to construe and interpret the terms and provisions of this Handbook, and to determine all questions of eligibility for any benefits described herein. In the event of any conflict between this provisions in this Handbook, and specific plan or benefit documents, the plan or benefit documents will control.

If you have any questions about the policies or benefits outlined in this Handbook, please address your questions to the District's Human Resources Department.

## **A. EMPLOYMENT**

### **1. Equal Employment Opportunity**

It is the policy of the District to provide equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, marital status, sexual orientation, national origin, disability, veteran status or any other classification protected by law. This policy applies to all aspects of the employment relationship, including hiring, transfers, promotions, training, compensation, benefits, education, terminations, and other terms and conditions of employment.

The District will make reasonable accommodations, including modification of District guidelines and procedures in appropriate cases for qualified individuals with disabilities, if it can do so without undue hardship.

#### **Procedure for Requesting an Accommodation**

Employees with a disability, who believe they need a reasonable accommodation to perform the essential functions of their job, should contact the Human Resources Department. The District encourages individuals with disabilities to come forward and discuss reasonable accommodation.

Following receipt of an accommodation request, a member of the Human Resources Department and the employee's supervisor will meet with the employee to engage in an interactive discussion intended to determine whether a potential accommodation(s) is appropriate and may assist the employee. The District will assess the reasonableness of a requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the District's overall financial resources and organization, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees to perform their duties, and whether the accommodation would create an undue hardship.

The District will inform the employee of its decision on the accommodation request.

**Please refer to ConVal School District Policies GBA, AC and ACE regarding equal employment opportunity.**

### **2. Accommodating Religious Practices**

The District respects the religious beliefs and practices of employees. The District is committed to working with employees in an effort to find reasonable solutions and accommodations in a manner that is respectful toward employees, that does not cause an undue hardship on District operations, and that is consistent with the spirit and intent of governing regulations.

### **3. Sexual Harassment and Harassment Policy**

It is the policy of the District that all employees should be able to enjoy a work environment that is free of discrimination, including sexual harassment. In keeping with this policy, the District will not tolerate sexual harassment of District employees by employees, outsiders (e.g. a vendor or consultant), students or others. Conduct prohibited by this policy is considered unacceptable in the workplace and in any work-related setting including, but not limited to, school trips, school meetings, and work-related social events.

## **Definitions of Harassment**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct based on sex when (a) submission to such conduct is either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as the basis for an employment decision; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. Sexual harassment may include, but is not limited to: explicit sexual propositions; unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; suggestive comments; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; and display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail).

Harassment on the basis of any other protected characteristic, including the creation of a hostile or intimidating environment based upon a protected characteristic, is also strictly prohibited by the District. This type of harassment may include verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, national origin, citizenship, sex, marital status, age, disability, veteran status, sexual orientation, or any other classification protected by law. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail or other electronic means or devices).

## **Retaliation is Prohibited**

ConVal prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation is a violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

## **Raising Concerns**

ConVal strongly urges the reporting of all perceived incidents of discrimination, harassment, or retaliation. Individuals who believe they have experienced or observed conduct that they believe is contrary to the District's policy or who have concerns about such matters should raise their concerns with their immediate supervisor or principal, the Director of Human Resources or the Superintendent. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other ConVal designated representatives identified above.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, ConVal strongly urges the prompt reporting of concerns. The availability of this procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

## **The Investigation**

It is the District's policy to investigate any reported allegations of harassment, discrimination, or retaliation promptly, thoroughly, and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained to the extent consistent with appropriate investigation and corrective action.

## **Responsive Action**

If an investigation confirms that harassment, discrimination or retaliation has occurred, the District will take appropriate disciplinary action. Responsive action may include but is not limited to, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or immediate termination from employment, as ConVal believes appropriate under the circumstances.

Individuals who have questions or concerns about this policy should talk with the Director of Human Resources.

**Please refer to ConVal School District Policies GBAA regarding sexual harassment.**

## **4. Conflict Of Interest**

### **In General**

The District expects employees to conduct themselves according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the District. Business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a District decision that may result in a personal gain for the employee or an immediate family member.

The District recognizes the right of employees to engage in activities outside of their employment, which are of a private nature and unrelated to the District. However, the employee must disclose any possible conflicts so that the District may assess potential conflicts of interest. Although it is not possible to specify every action that might create a conflict of interest, if an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issue. Every employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor or the Human Resources Department.

A violation of this policy will result in immediate and appropriate discipline, up to and including termination.

**Please refer to ConVal School District Policies GBCA regarding Staff Conflict of Interest.**

### **Acceptance of Gifts**

No employee may solicit or accept gifts, entertainment or other benefits of significant value (i.e., in excess of \$50.00) from potential suppliers, students or students' family members. Special care must be taken to avoid even the impression of an improper gift or a conflict of interest.

An employee may entertain a potential or actual supplier if such entertainment is consistent with accepted business practices and does not violate any law or generally accepted ethical standards. Any questions regarding this policy should be addressed to the Human Resources Department.

## **Work Product Ownership**

All ConVal employees must be aware that ConVal retains legal ownership of the product of their work. No work product created by an employee as part of their employment by ConVal can be claimed, construed, or presented as property of the individual, even after employment by ConVal has been terminated or the relevant project completed. Work product includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for ConVal, regardless of whether the intellectual property is actually used by ConVal. Examples include, but are not limited to, such areas as curriculum development, special projects, and work products associated with District initiatives. It may be acceptable for an employee to display and/or discuss a portion or all of a certain work product as an example of work they have created in certain situations (e.g., on a resume). However, in any event, it must always be made clear that work product is the sole and exclusive property of ConVal.

## **5. Outside Employment**

Employees are required to obtain written approval from their supervisor before participating in outside employment activities that have the potential to interfere with or affect their employment responsibilities with the District. Approval will ordinarily be granted unless the activity conflicts with the District's interests. In general, outside employment activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the District, including overtime assignments;
- Involve organizations that are doing or seek to do business with the District, including actual or potential vendors or customers; or
- Violate provisions of law or the District's policy, guidelines or rules.

From time to time, District employees may be required to work beyond their normally scheduled hours. Unless otherwise provided in a collective bargaining agreement or other agreement, employees must perform this work when requested. In cases of conflict with any outside employment activity, the employee's obligations to the District must be given priority. Employees are hired and continue in the District's employ with the understanding that the District is their primary employer and that other outside employment or commercial involvement which is in conflict with the interests of the District is strictly prohibited.

**Please refer to ConVal School District Policy GCQA regarding Nonschool Employment by Professional Staff Members.**

## **6. Immigration Law Compliance**

All new and returning employees must complete the Employment Eligibility Verification Form I-9 and provide documentation proving identity and eligibility to work in the United States.

It is the employee's responsibility to keep his/her work authorization documentation updated and to keep the District informed of any changes. Re-verification of documentation may be required from time to time. Employees are required to comply with these requests within the required timeline.

## **7. Staff Health**

All employees of the District are required to have a pre-employment medical examination by a licensed physician to determine that the employee is medically capable of performing his/her designated assignment. (NH RSA 200:36). Newly employed personnel who do not present proof of such a medical exam within thirty (30) days of starting employment shall not be allowed to continue work. Prospective employees of the District are encouraged to establish a Primary Care Physician for the medical exam.

The District may also require additional medical examinations. 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 prevents the employee from safely performing the functions of his or her job.

The cost of all required medical examinations will first be covered by employee health insurance.

## **8. Orientation Period**

Initial training will depend on the requirements of a position and on an employee's experience in the type of work he/she will be doing. In general, supervisors will be responsible for orientation of new employees. New employees can – and should – assume some responsibility for initial job training. New employees are invited to ask questions and talk over any concerns with their supervisors.

Completion of the orientation period does not change an employee's employment status. Unless otherwise provided by a collective bargaining agreement or other employment agreement, all employees remain employees at-will at all times during their employment with the District. Upon successful completion of the orientation period, certain employees will become eligible for benefits in accordance with their job category as provided elsewhere in this Handbook.

## **9. Performance Management**

The performance management/evaluation provisions of the collective bargaining agreement or any employment contract will be applied to any employee subject to such agreements. For other employees, there will ordinarily be an initial meeting between the supervisor and employee to apprise the employee of major areas of responsibility and establish performance goals and expectations. Individual performance objectives will be discussed by the supervisor and the employee, and may relate to District-wide goals and objectives, area of responsibility, and/or personal growth, among other areas. Generally, the first discussion regarding performance relative to the established goals and expectations should be approximately mid-school year.

Under usual circumstances, employees will have a performance review two times per year (at mid-year and year end). However, performance reviews may be conducted more or less frequently, depending upon the needs of the District. For example, if an employee's job responsibilities change substantially at any time after the performance review, another discussion to establish more appropriate goals and expectations may be necessary before the next scheduled review. The method of appraisal will ordinarily consist of self-appraisal and appraisal by an assigned appraiser.

## **10. Personnel Records**

All personnel records are maintained in the Human Resources Department. They are essential for maintaining historical information and other information pertaining to such things as employment, benefits, social security, unemployment compensation, and payroll information. It is essential that these records be kept up to date. It is the employee's responsibility to notify Human Resources when there are changes to such things as the following:

- Address and telephone number(s)
- Name or marital status
- Beneficiary on life insurance or NHRS Retirement
- Emergency contact information
- Medical/dental plan
- Federal W-4 deduction(s)
- Military Status

Most of these changes must be recorded on a “Personal Data Change” form (or change form specific to the organization) and submitted to the Human Resources Department.

**Please refer to ConVal School District Policy GBJ regarding personnel records.**

### **11. Employment-related Inquiries**

All written and telephone employment-related inquiries regarding a current or former District employee must be referred to the Human Resources Department. If an employee receives a written request for employment verification, he/she shall forward the request to the Human Resources Department for processing. No District employee may issue a verification letter to any current or former employee without the permission of the Human Resources Department.

In response to an outside request for employment verification information regarding a current or former District employee, the Human Resources Department will ordinarily furnish or verify only an employee's name, dates of employment, and job title. No other data or information regarding any current or former District employee, or his/her employment with the District, will be furnished unless the current or former employee authorizes the District to furnish additional information in a written authorization that also releases the District from liability in connection with the furnishing of the information or the District is required by law to furnish information.

## **B. COMPENSATION**

Except as otherwise provided in a collective bargaining agreement or individual employment agreement, the following compensation provisions apply to District employees:

### **1. Compensation Philosophy**

The District has instituted a performance management program applicable to employees who are not covered by a collective bargaining agreement or other employment agreement. This program is intended to attract and retain a highly qualified work force, and to compensate employees based upon demonstrated job performance and in accordance with the District's Equal Employment Opportunity policy.

### **2. Employee Categories**

Based on the conditions of employment, employees fall into the following categories unless otherwise defined by a collective bargaining agreement or other employment agreement:

#### **Full-Time:**

- An employee who is regularly scheduled to work 40 hours each week (for these purposes, ordinarily 8 hours per day, 5 days per week) for 10 or 12 months per year.

#### **Part-Time:**

- An employee who is regularly scheduled to work at least 20 hours but fewer than 40 hours per week for 10 or 12 months per year.

#### **Short Term:**

- Employees in positions for a stated limited period of time, and who are eligible only for benefits as required by law.

**Exempt** employees are classified as such if their positions satisfy the requirements to be exempt from overtime provisions as determined by the Federal Wage and Hour Laws. Exempt employees are not eligible for overtime pay.

**Non-exempt** employees receive overtime pay in accordance with our overtime policy.

### 3. Payment of Wages

The District will, at the time of hiring and prior to any changes, notify employees as to the rate of pay or salary, whether by day, week, biweekly, or year, as well as the day and place of payment and the specific methods used to determine wages.

For the District, the pay period is currently defined as two calendar weeks. Paydays are bi-weekly on Wednesday. If the normal payday falls on a District-recognized holiday, paychecks will be distributed prior to the aforementioned schedule. Under no circumstances will the District release any paycheck prior to the announced schedule.

Payments are made on 16, 21 or 26 payments per school year at the choice of the 10-month bargaining unit employee. 10-month, non-bargaining unit members, will be paid for time worked by recording their time in VeriTime. 12-month employees will be paid in 26 payments.

It is the District's practice that employee paychecks will only be given personally to that employee. All other arrangements for mailing, direct deposit or pick-up must be made in advance and in writing with the Payroll Department. Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (provided the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from Payroll must be completed and returned. You will need to provide your checking/savings account number and the routing number of your bank/credit union. This information is pre-printed on the bottom of your checks, or your bank/credit union may provide a card with your banking information. Be sure to attach a voided personal check (if applicable) to the Payroll Department. Due to banking requirements, it may take several weeks for activation of the Direct Deposit.

Membership or changes to payment arrangements will ordinarily be accepted as follows:

Tax Sheltered Annuities            \_\_\_\_\_ September, December, March, July

Health Insurance                    \_\_\_\_\_ Upon employment, open enrollment, or qualifying event (i.e. birth of a child, marriage, name change)

In the event of a lost paycheck, the Payroll Department must be notified in writing as soon as possible for a replacement check to be issued. In the event the lost paycheck is recovered and the District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the District within 24 hours of the time it is demanded.

A statement of earnings is given each pay period (pay stub) to employees minimally indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions
- Accumulated Leave

The amount of Federal withholding is affected by the number of exemptions claimed on the Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources Department.

All wage deductions other than those required or permitted by Federal or State laws will be deducted only upon written approval of the employee.

No wage advances will be made.

#### **4. Time Records**

Our attendance records are District records and employees are required to accurately record their hours worked, overtime hours, and absence time. Violations of this policy will result in appropriate disciplinary action, up to and including immediate discharge.

Exempt employees are not required to sign in or out; however, such events like, business trips, vacation, and sick and personal days must be recorded on the attendance record (Aesop) by the employee designated to record attendance.

All non-exempt employees are required to fill out time records. Non-exempt employees are responsible for recording their own hours of work on a daily basis. For those employees completing time records, the employee's supervisor must approve the employee's hours worked during each pay period. Supervisor approval of a time record is indicated by signing and dating the time record.

Time records must be submitted to the Payroll Department by 10:00 a.m. on the Monday immediately following the end of the bi-weekly pay period.

No one is permitted to fill out another employee's time record. Anyone who falsifies the information recorded on a time record is subject to disciplinary action, up to and including immediate termination of employment.

#### **5. Overtime**

Depending on District work needs and the provisions of any collective bargaining agreement or other employment agreement, employees will be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works any overtime. Employees working overtime without approval will be subject to disciplinary action.

Non-exempt employees are eligible for overtime pay for work performed beyond 40 hours worked per week. After an employee has worked 40 hours in a week, all additional time worked will be paid at a rate of 1.5 times the employee's hourly rate.

#### **6. ConVal Mileage Reimbursement Guidelines**

While most ConVal staff are assigned to a single building in the District, some have positions which require regular travel from one building to another. Those positions include itinerant teachers and specialists, technology support staff, and facilities staff. The following guidelines should be used when submitting travel reimbursement forms.

1. When traveling to a single school for a full day of work, do not request mileage reimbursement. If you are assigned to work at a different school each day of the week, the school assignment for each day is considered your primary location and you will not submit mileage for each day. However, if you must travel to a second school on the same day, you should submit one-way mileage for the distance between those two schools. If you must return to the first school for additional work or meetings on that same day, you should submit round trip mileage.
2. When traveling from one location to another for meetings or other professional duties, submit a one-way mileage request from the first to the second location. Do not submit round trip mileage unless you are returning to the first location for additional work that day.
3. If your work entails visits to multiple locations in a single day, you are encouraged to maximize scheduling to minimize mileage.
4. Indicate the purpose of travel for each item.
5. When traveling out of district for conferences, workshops, or meetings, round trip mileage should be submitted from your home to the destination.

## **7. Garnishments**

A wage garnishment is an order from a court or a government agency directing the District to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If the District is ordered by a court or agency to garnish an employee's wages, we are legally required to comply with these orders. If the employee disputes or has concerns about the amount of a garnishment, he/she must contact the court or agency that issued the order.

## **C. TIME OFF**

The District currently provides various leave benefits to its employees depending on their category of employment. Unless otherwise defined by a collective bargaining agreement, or other employment agreement which supersedes these policies, these benefits typically include the benefits summarized in this Handbook; however, the District reserves the right to change, revise or eliminate any and all of these leave benefits at any time.

### **1. Vacation**

The District considers time away from work to relax and pursue special interests important. Employees are currently provided with vacation based upon the category of their employment as follows:

#### **Grounds/Maintenance/Custodial Employees**

Grounds/Maintenance/Custodial employees may use vacation time after successfully completing 90 calendar days of employment. During the first school year of employment (July 1 – June 30), Grounds/Maintenance/Custodial employees will be allocated an amount of vacation days based on .833 days of vacation per whole calendar month for the number of months the employee will work during that first school year. After completion of the first partial school year of employment, Grounds/Maintenance/Custodial employees will begin the subsequent school year with an available balance of ten (10) days of vacation. After completion of the first full school year of employment, the employee will receive one (1) additional vacation day per school year, to a maximum of twenty (20) vacation days per school year.

#### **Other Full-time 12-month Employees**

Other full-time, 12-month employees are eligible to take paid vacation from their first day of work. For the first full school year (July 1-June 30) of employment in the District, full-time 12-month employees who start work on July 1<sup>st</sup> will begin the school year on July 1<sup>st</sup> with an available vacation balance of ten (10) days. If an employee begins employment after July 1<sup>st</sup>, the employee's vacation available balance will be determined by calculating .833 days of vacation time per whole calendar month for the number of months the employee will work during that first school year. For example if an employee's start date is October 1<sup>st</sup>, vacation available balance is prorated (.833 days X 9 whole months) to equal seven point five (7.5) vacation days available for the remainder of the initial school year. Upon completion of the first partial school year of employment, full-time 12-month employees are eligible for ten (10) days of vacation time for the following school year. After completion of the first full school year of employment, the employee will receive one (1) additional vacation day per school year, to a maximum of twenty (20) vacation days per school year.

#### **Part Time Employees**

Part-time employees of the District are not eligible for vacation time.

## **Scheduling Vacation**

Employees are expected to utilize all of their allotted vacation time during the school year because, except in special circumstances, employees will not be permitted to carry over unused vacation time into the following school year. In other words, vacation time not used by the end of the school year is not preserved and will be forfeited. Where special circumstances warrant an exception to this policy, prior written approval must be secured from the Director of Human Resources, and such time must be used within the first 30 days of the start of the subsequent school year.

Employees should make their vacation requests as far in advance as possible, and must provide sufficient notice of their requested time off to allow supervisors to prepare for the employee's vacation. Based upon District needs, the District will attempt to grant an employee the vacation dates he/she requests. However, vacation requests may be denied if insufficient notice is provided or if scheduling a vacation would result in inadequate staffing or other resources.

When a District holiday falls during a scheduled vacation, it is not counted as a vacation day.

Any employee who becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.

## **2. Holidays**

All full-time 12-month employees are currently eligible for 13 paid holidays per year. The holiday schedule will be generated each year and will ordinarily include:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the day before and after
- Christmas Day and the day before

At the end of each school year, the holiday schedule for the coming year will ordinarily be posted on the District web page.

Currently, full-time 12-month employees may also take up to two (2) other floating holidays during the school year at a time of the employee's choosing with prior approval from his/her supervisor. The Superintendent reserves the right to assign the floating holidays to a specific date(s) depending on the School District Calendar and the distribution of offered holidays. Floating holiday time must be used in increments of a whole day. During an employee's first school year of employment with the District, the number of floating holidays available to the employee during that school year will be prorated by the following schedule:

- Start employment on or between July 1 and September 30 = 2 floating holidays
- Start employment on or between October 1 and March 31 = 1 floating holiday
- Start employment on or between April 1 and June 30 = 0 floating holidays

Part-time employees are not eligible for paid holidays.

In order to receive holiday pay, full-time 12-month employees must either work or use available time off for both the workday before and the workday after the holiday. Staff members who are out on Worker's Compensation, and not receiving full-time pay from the District, are not eligible for holiday pay.

When a holiday falls on a weekend it will typically be observed on either the preceding Friday or following Monday at the District's discretion.

### **3. Sick/Personal Time**

The District recognizes that an employee may occasionally be unable to work due to injury or illness. Sick/Personal Time is designed to provide protection to employees against loss of income during illness or injury.

Full-time, 10 month and 12-month employees are currently eligible for paid sick/personal days each school year, to be used for doctor's visits, illness, religious observance, moving, etc. Sick/personal days are calculated based on the following schedule:

Employees will accrue 1.25 sick/personal days per full month of employment, up to a maximum of 90 days.

At no time will an employee be permitted to use more paid sick/personal days than the number of days he/she has accrued.

#### **Absence Due to Illness/Injury**

To be eligible for sick pay, employees unable to report to work due to illness or injury must record their absence in the attendance tracking system, as far in advance as possible, but no later than one half hour before their scheduled arrival time. If an employee is unable to make the call or enter the time in the attendance tracking system personally, a family member or a friend should contact the supervisor. This policy ordinarily applies for each day of an employee's absence; however, if an employee is unable to contact his/her supervisor or alternative contact due to an extreme emergency, contact must be made when the emergency ceases. Examples of extreme emergency are events such as, but not limited to, auto accident, sudden and serious illness, or hospitalization.

If an employee knows he/she will be absent for a specific\* amount of time, he/she can indicate that time period to the supervisor, enter all the time in attendance tracking system, and would not have to call in each consecutive workday. This policy must be followed unless an exception has been made for a particular absence, and a written memo regarding the exception has been sent to the Human Resources Director for approval.

An employee who fails to contact his /her immediate supervisor or alternative contact for three consecutive workdays may be considered as having voluntarily resigned his/her employment.

*\*If an employee is absent due to illness for four (4) consecutive work days, a health care provider's certification documenting the illness and the employee's ability to return to work must be presented before the employee will be allowed to return to work. If the absence is due to illness immediately following or preceding an authorized day off or holiday, the Supervisor may also request a health care provider's certification.*

#### **Absence For Personal Day**

Personal days are intended to be used for personal reasons that make it essential for an employee to be absent, such as a necessity or emergency. Use of a personal day must have prior approval from the employee's supervisor. The employee may also use as many as two days of their sick/personal time per school year as "undisclosed" time. This means that the employee does not have to disclose the reason for the need to use the "undisclosed" time. However, "undisclosed" time cannot be used during the five workdays prior to, or the first day of school, or within the last five workdays before, or the last day of school. "Undisclosed" time cannot be used immediately prior to, during, or after school holidays/vacations, Professional Development days, training or workshop days. The employee's supervisor has the prerogative to deny the use of "undisclosed" time, if in his/her opinion the absence will be disruptive to the operation of the department, building or District.

#### **4. Bereavement Leave**

In the event of a death in the immediate family, a paid absence of up to three (3) days will be granted as part of the employee's Sick/Personal Time. This maximum of three days is to be taken consecutively within a reasonable period of time after the day of the death or day of the funeral. Use of bereavement days may not be split or postponed.

For this purpose, immediate family is defined as:

- Spouse
- Civil Union Partner
- Child
- Step-Child
- Parents, Parent-in-laws, Step-parents
- Siblings, step-Siblings
- Grandparents of the Employee
- Grandchildren of the Employee

Employees must make their supervisor aware of their situation. Prior to leaving work, the employee must also record his/her absence as a Bereavement Leave on his/her time sheet and attendance record (Aesop).

#### **5. Jury Duty**

An absence for jury duty will be granted to any full-time or part-time employee who has been called to serve. During this absence, employees will be compensated by payment of an amount equal to the difference between their jury duty pay (excluding travel expenses) and their regular pay. An employee on jury duty is expected to report to work any day he/she is excused from jury duty. Employees who serve less than four hours are expected to report to work for the remainder of the work day.

Upon receipt of the notice to serve jury duty, the employee must immediately notify his/her supervisor, as well as the Human Resources Department, and give a copy of the notice to serve jury duty to his/her supervisor. Employees must record the time spent for jury duty in the employee's time record and attendance record.

Upon the employee's return to work, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served. If jury duty falls at a time when the employee cannot be away from work, the District may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

#### **6. Witness Service**

If an employee is subpoenaed as a witness in a trial (non-district related), the time away from work will be considered as an excused absence and, at the employee's option, the employee may be paid by using available Vacation or Sick/Personal Time or a combination of both to receive pay during the absence.

#### **7. Military Leave**

The District will provide military leave and benefits in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law.

Employees on military leave may use their available Vacation and/or Sick/Personal Time to supplement his/her base military pay to equal to his/her normal wages from the District when the District wage is greater than the employee's base military wage. In order to be paid the difference in wages, employees must retain their military pay vouchers and, upon return to work from training or service, submit those military pay voucher(s) to the Human Resources Department and request that the District supplement his/her base military pay using his/her available Vacation and/or Sick/Personal Time.

### **Requests for Leave**

- **Leave for Active or Reserve Duty**

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor as well as the Human Resources Department as far in advance as possible unless he/she is unable to do so because of military necessity or because it is otherwise impossible or unreasonable. The District also asks that employees submit a copy of the military orders to his/her supervisor and the Human Resources Department.

- **Leave for Training and Other Related Obligations (e.g., fitness for service examinations)**

Employees will also be granted time off for military training and other related obligations, such as a medical examination to determine fitness to perform service. The District also asks that employees advise their supervisor of their training schedule and/or other related obligations as far in advance as possible.

### **Return from Military Leave**

At the conclusion of the leave, upon the satisfaction of certain conditions imposed by USERRA, an employee generally has a right to return to the same position he/she held prior to the leave or to a similar position with like seniority, status, and pay that the employee is qualified to perform. Benefits will be provided in accordance with the law.

- **Notice Required**

The employee is responsible for notifying the District regarding his/her desire to return to work in accordance with the following schedule unless a deadline is extended because compliance is impossible or unreasonable through no fault of the employee:

1) An employee who served for 30 calendar days or less, or who reported for a fitness for duty examination, must ordinarily report for work at the beginning of the first full regularly-scheduled work period on the first full calendar day that starts at least eight hours after the employee has returned to their residence from the location of service.

2) An employee who served for more than 30 days, but fewer than 181 days, must submit a request for re-employment no later than 14 days after completing his/her period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next full calendar day when submission becomes possible.

3) An employee who served for more than 180 days must submit a request for reemployment no later than 90 days after the completion of the uniformed service.

4) An employee who has been hospitalized, or is recovering from an injury or illness incurred or aggravated during service, has up to two (2) years to request re-employment.

## **Required Documentation**

An employee whose military service was for more than 30 days must provide documentation showing that: (i) his/her request for re-employment is timely (i.e. submitted within the required time period); (ii) the period of service has ordinarily not exceeded five years; and (iii) the employee's separation from service was not for a disqualifying reason. Initial re-employment will not be denied before documentation is supplied or if such documentation is not readily available.

## **8. Time Off to Vote**

On days when elections for public office, including elections for school board and all primary and general elections, are scheduled in the state, county, city or town in which the employee lives, individual schedules may be changed, by the District, if necessary to ensure that work either starts at least three hours after the polls open or ends at least three hours before polls close to enable an employee to vote. Employees may also utilize absentee voting.

No employee will be penalized or retaliated against for requesting time off to vote. No employee will lose pay because of an adjustment to his or her schedule.

## **9. Family and Medical Leave Act (FMLA) Leave**

The Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 or 26 (Military) workweeks of unpaid leave for certain family and medical reasons during a 12-month period.

### **Employee Eligibility Criteria**

To be eligible for FMLA leave, an employee must have:

- been employed by the District for at least 12 months (which need not be consecutive) and
- have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

### **Events That May Entitle an Employee to FMLA Leave**

Up to 12 work weeks of FMLA leave may be taken during a 12-month period for any one, or for a combination of, the following reasons:

- the birth of the employee's child or to care for the newborn child;
- the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- to care for the employee's spouse, child or parent (but not an in-law) with a serious health condition\*;
- the employee's own serious health condition\* that makes the employee unable to perform one or more of the essential functions of his or her job; or
- for an employee to deal with any qualifying exigency that arises because the employee's spouse, child, or parent is on active duty, or has been notified of an impending call or order to active duty in any branch of the United States Armed Forces in a foreign country. A qualifying exigency includes short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post-deployment activities.

\*A "serious health condition" generally means an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

In addition, an eligible employee who is the spouse, child, parent or next of kin of a recovering servicemember or veteran may receive up to 26 work weeks of leave in a 12-month period to care for (1) a member of the Armed Forces – including a member of the National Guard or Reserves – who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated while on active duty in the Armed Forces, whether or not the illness or injury manifested itself before or after the servicemember became a veteran so long as he or she was a member of the Armed Forces, National Guard or Reserves at any time during the five (5) year period before he or she began treatment, recuperation or therapy (this is called “Military Caregiver Leave”).

### **12-Month Period**

The 12-month period for the District is July 1<sup>st</sup> through June 30<sup>th</sup> for the purpose of determining eligibility for 12 work week FMLA leaves. For purposes of calculating the availability of Military Caregiver Leave, the 12-month period is defined as beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember or veteran and ending 12 months after that date.

### **Limitations on FMLA Leave**

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child.

When both spouses are employed by the District, they are together entitled to a combined total of 12 or 26 workweeks of FMLA leave within the designated 12-month period for the birth, adoption or foster care placement of a child with the employees, for the care of the newborn or newly placed child, to care for a parent (but not an in-law) with a serious health condition or for Military Caregiver Leave. Each spouse may be entitled to additional

FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and the remaining period of available 12 or 26 workweeks of leave per person). For example, if each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his/her own serious health condition or to care for a child with a serious health condition.

### **Intermittent or Reduced Work Schedule Leave**

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of days per workweek or hours per workday.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, child or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule. Leave taken due to a Qualifying Exigency may also be taken on an intermittent or reduced work schedule basis.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the District may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

## **Requests for FMLA Leave**

An employee should request FMLA leave by completing the Employee's Request for Leave form and submitting it to the Human Resources Department.

When the need for leave is foreseeable (such as for the birth or adoption of a child, or for the planned medical treatment for the employee; the employee's spouse, child or parent; or a covered servicemember), the employee must provide the District with at least 30 days advance notice of the need for leave, or such shorter notice as is practicable (i.e., generally within 1 or 2 business days of learning of the need for the leave). When the need for leave is not foreseeable, the employee must provide the District with notice of the need for leave as soon as practicable (i.e., within 1 or 2 business days of learning of the need for the leave). Notice of the need for leave for a qualifying exigency must be provided as soon as practicable.

## **Required Documentation**

When leave is taken to care for a family member, the District may require the employee to provide documentation, or a statement of family relationship, to establish the required relationship between the employee and the family member (e.g., birth certificate or court document).

An employee will be required to submit a medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition, or to care for a covered servicemember. Medical certification forms are available from the Human Resources Department.

If the District has reason to doubt the validity of a medical certification, the District may: (i) with the employee's permission, contact the health care provider in an effort to clarify or authenticate the initial certification, once the employee has been given the opportunity to cure any deficiencies in the certification; and/or (ii) require the employee to obtain a second opinion by an independent District-designated provider at the District's expense. If the initial and second certifications differ, the District may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

## **Use of Paid and Unpaid Leave**

FMLA provides eligible employees with up to 12 or 26 workweeks of unpaid leave. If an employee has accrued paid Vacation and/or Sick/Personal Time, the employee must use that paid time during an FMLA leave. Any paid leave used for an FMLA qualifying reason will run concurrently with the employee's FMLA leave and be charged against an employee's entitlement to FMLA leave. The remainder of the 12 or 26 workweeks of leave, if any, will be unpaid FMLA leave. The substitution of paid leave for unpaid leave does not extend the 12 or 26 workweek leave period.

## **Designation of Leave**

The District will notify the employee that leave has been designated as FMLA leave. The District may provisionally designate the employee's leave as FMLA leave if the District has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the District of the reason for the leave, and the employee wants that leave to be counted as FMLA leave, the employee must notify the Human Resources Department within two business days of the employee's return to work that the leave was for an FMLA reason.

## **Communication During Leave**

During FMLA leave, the District may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee may be required to provide the District with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee is expected to provide the District with reasonable notice (i.e., ordinarily within two business days) of the employee's changed circumstances and new return to work date.

The District also may request medical re-certification for any of the following reasons:

- The employee requests a leave extension;
- Circumstances described by the original certification have changed significantly;  
or
- The District receives information that casts doubt upon the continuing validity of the employee's medical certification.

Failure to report as required or failure to cooperate with providing any requested recertification may result in the delay or denial of additional leave.

## **Maintenance of Benefits**

During FMLA leave, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's pay. For any portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums must be paid pursuant to a system voluntarily agreed to by the District and the employee.

If the employee's payment of health insurance premiums is more than 30 days late, the District may discontinue health insurance coverage upon appropriate notice to the employee.

## **Return from FMLA Leave**

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee will be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work. FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

Upon return from FMLA leave, the District will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits, and other employment terms.

If at any point, the employee submits unequivocal notice that he/she will not be returning from the FMLA leave, such notice will be treated as a resignation from employment. Any obligation of the District to reinstate ends when an employee provides unequivocal notice to the District that he/she will not be returning to work after FMLA leave. The District will also stop paying its share of health premiums at that time. At that point, the employee would be provided with required notices concerning rights to continue coverage provided under federal and/or state law.

If the employee does not return to work following the conclusion of FMLA leave, the employee will also be considered to have voluntarily resigned. The District may recover health insurance premiums that the District paid on behalf of the employee unless the employee fails to return to work because of continuation, recurrence or onset of the employee's, family member's or covered servicemember's serious health condition which would otherwise entitle the employee to FMLA leave or because of other circumstances beyond the employee's control. In such cases, the District may require the employee to provide medical certification of the employee's or family member's serious health condition or the covered servicemember's injury or illness.

### **Limitations on Reinstatement**

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

### **10. Crime Victim Leave**

The District will permit an employee who is a victim of a crime to leave work so that the employee can attend court or other legal or investigative proceedings associated with the prosecution of the crime. The employee must use any available Vacation and/or Personal Time during this leave; otherwise, this leave time will be considered an unpaid leave of absence. The employee will not lose seniority while taking this leave.

A "Victim" means any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or the attempted commission of a crime. "Victim" also includes the immediate family of any victim who is a minor or who is incompetent, or the immediate family of a homicide victim.

"Immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim; or any person involved in an intimate relationship and residing in the same household with the victim. "Crime" means an offense designated by law as a felony or a misdemeanor.

Before taking leave, the employee must provide the Human Resources Department with a copy of the notice of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency responsible for providing notice to the employee. The Human Resources Department will maintain the confidentiality of any written documents or records submitted by the employee relative to the employee's request for leave.

The District may limit crime victim leave if the employee's leave creates an undue hardship to the District's operations.

The District will not discharge, threaten, or otherwise discriminate against any employee regarding compensation, terms, conditions, location or privileges of employment because the employee has exercised his or her right to leave work as provided in this policy. Concerns regarding implementation of this policy should immediately be brought to the attention of the Human Resources Director. Concerns will be investigated and, if appropriate, remedial action will be taken.

### **11. Personal Leave of Absence without Pay**

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for an unpaid personal leave of absence. However, employees must be employed for at least six (6) months prior to the request for such leave and for at least one year before any leave may start.

Any request for a leave of absence without pay must be submitted in writing, as far in advance as possible, and it will be reviewed on a case-by-case basis by the employee's supervisor and the Human Resources Department. The School Board will make the final decision for approval or denial of the request for leave based on reasons including, but not limited to, the circumstances, the length of time requested, the reasons for the leave, and the effect the employee's absence will have on the District and District operations.

Unpaid personal leaves of absence will be considered only after all Vacation and Sick/Personal Time have been exhausted. The duration of a leave of absence, if granted, is according to the following schedule:

Length of Service:	Allowable Leave of Absence (without pay)
0-1 year	None
Over 1 year	Not to exceed one (1) year

### **Continuing Benefit Plan Coverage**

While on an unpaid personal leave of absence, the portion the District pays for the employee's medical coverage will end on the 1st day of the month following the start of such leave. Employees will have the opportunity to continue their welfare benefit plans for a maximum period of 18 months by paying the monthly premiums as required by COBRA.

### **Salary Action**

Any planned salary increase for an employee returning from an unpaid personal leave of absence without pay will be deferred by the length of the leave.

### **Vacation and Sick/Personal Time**

During the school year that an employee takes an unpaid personal leave of absence without pay, the employee is not eligible for vacation accrual. Unused Vacation and Sick/Personal Time must be used before an unpaid leave of absence without pay will be granted.

### **Performance Appraisal**

The normal performance appraisal date of an employee on an unpaid personal leave of absence without pay will be extended by the length of the leave.

### **Returning/Not Returning From a Personal Leave**

When an employee is ready to return from a personal leave of absence without pay, the District will attempt to reinstate the employee to his/her former position or to one with similar responsibilities. However, the District cannot guarantee either that an employee's job will remain available or that a comparable position will exist when an employee seeks to return from a personal leave. If the position or a similar position is not available, the employee's employment will be terminated.

An employee who returns to work following an unpaid personal leave will have his/her service date adjusted by the length of the leave. If an employee does not return from an unpaid personal leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies his/her supervisor he/she is not returning, whichever is sooner. Such employees may be considered for re-employment.

## **D. EMPLOYEE BENEFITS**

### **Benefits Disclaimer**

The District has established a variety of employee benefit programs designed to assist the employee and his/her eligible dependents. Unless otherwise defined by a collective bargaining agreement or other employment agreement which supersedes these policies, this portion of the Staff Handbook contains a very general description of the benefits to which employees may be entitled as employees of the District. This general explanation is not intended to and does not provide you all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. The employee's rights can be determined only by referring to the full text of the official plan documents, which are available for examination from the Human Resources Department, or at [www.conval.edu](http://www.conval.edu) and logging on. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the District and its employees, retirees or their dependents, for benefits or for any other purpose. The District reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the District, or its designated administrator, also has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, including the right to determine all questions of eligibility for any benefits described in this Handbook.

For more complete information regarding any of our benefit programs, please refer to the information found at [www.conval.edu](http://www.conval.edu) or contact the Human Resources Department

### **1. Health Insurance**

The District currently offers full-time and some part-time ( $\geq 0.6$  Full Time Equivalent (FTE)) employees health coverage under a point-of-service plan or an HMO (Health Maintenance Organization) plan. Employees who are responsible for contributing premium payments for health insurance will have the amount deducted from their paychecks. The premium amount will be dependent upon the cost of the plan chosen and whether the employee chooses single, two person, or family coverage. All plan information (Summary of Benefits and Coverage), can be found at [www.conval.edu](http://www.conval.edu), click on Human Resources.

The point-of-service plan currently provides comprehensive hospital and major medical insurance coverage. Under the point-of-service plan, participants can choose to go in-network or out-of-network at any point in time. Many in-network services are fully covered (some require a co-payment) and no claim forms need to be completed. Out-of-network services are generally subject to an annual deductible and coinsurance payments, and require the submission of claim forms to the insurance carrier for reimbursement.

The HMO plan generally requires participants to utilize only in-network providers.

The employee will have up to 30 days from his/her employment date to make medical plan elections. Once made, the election is generally fixed for the remainder of the plan year (July 1-June 30). However, if there is a Qualifying Event (such as a change in family status, as defined in the Plan document), the employee may make a change in coverage (i.e. change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage) provided it is completed within 30 days from the Qualifying Event. Employees are not entitled to make a change from one medical plan/carrier to another during the plan year. Please contact the Human Resources Department to determine if a family status change is a qualifying event under the Plan document and IRS regulations.

During open enrollment near the end of each school year (mid May-end of June), employees are free to change their medical elections (including choice of medical plans/carriers) for the following plan year, whether or not the employee has a change in family status or other qualifying event.

The Human Resources Department will assist you in making the necessary arrangements for enrollment. A complete description of the plans is provided to each employee as Summary Plan Descriptions and appropriate supplements.

## **2. Prescription Drug Coverage**

Available prescription drug coverage is currently determined by the Medical Plan chosen by the employee. The amount of the co-payment depends on the drug and the prescription plan. The plans currently offer employees the choice of purchasing prescriptions at most national retail pharmacies or purchasing them through Mail Order.

## **3. Vision Coverage**

The District currently offers vision coverage as part of the Medical Plan. This plan allows for routine vision exams. Additional information can be found at [www.conval.edu](http://www.conval.edu) then click Human Resources.

## **4. Waiver Of Health Insurance Coverage**

If an employee has insurance coverage from somewhere other than the District, he/she has the option to waive District health insurance coverage. If the employee chooses to waive the medical, dental and vision coverage, he/she must provide proof of other insurance. If the employee declines insurance coverage and cannot provide proof of other insurance, the employee must complete the Waiver of Coverage form.

## **5. Health Insurance Buyback**

As per 7.2.5 of the CVEA Agreement full-time bargaining unit members who are currently on the District's health insurance and elect not to receive the District health insurance for a full plan year, and can provide proof of alternative group (non-District) insurance coverage shall receive 25% of the District's share of the premium for the plan in which the bargaining unit member was most recently enrolled. The buyback shall be paid quarterly, commencing in September. Those eligible members will be required to complete and submit to the Human Resources Office, the Health Insurance Buyback Election Form, no later than the deadline for Open Enrollment. Newly hired, eligible full-time staff who elect not to receive the District Health Insurance must also provide proof of alternative (non-District) insurance. (See CVEA Agreement for more information).

## **6. Dental Insurance**

The District currently offers full-time and some part-time ( $\geq 6$  Full Time Equivalent (FTE)) employees a dental plan for services by dentists. Employees who are responsible for contributing premium payments for dental coverage will have the amount deducted from their paychecks. The premium amount will be dependent upon the cost of the plan chosen and whether the employee chooses single, two person, or family coverage.

Employees and their eligible dependants can visit any dentist, participating or non-participating. Please refer to the Dental Plan Description for complete benefit information.

## **7. NHRS – New Hampshire Retirement System**

All employees working a sufficient number of hours per week in the District must enroll in the New Hampshire Retirement System (NHRS). NHRS provides retirement, disability, and death benefits to its members and their beneficiaries. All group members must contribute a portion of their gross taxable earnings from their employment through automatic payroll deductions. Employees do not pay taxes on their contributions until they receive the money through either a lump sum or a pension from the NHRS. The District also makes a contribution to the group member's individual NHRS account.

NH RSA 100-A governs NHRS and the rules and regulations established by the NHRS Board of Trustees.

## **8. Section 125 Flexible Benefit Plans for Health Care and Dependent Care**

The District currently sponsors a plan enabling employees to pay certain expenses on a pretax basis, as permitted by Section 125 of the Internal Revenue Code. This "Section 125 plan" (also known as a "cafeteria plan") has three components: (1) a pretax premium plan, under which employees participating in the District's health insurance program can pay their share of the required premiums using pretax dollars; (2) a dependent care flexible spending account (FSA) to which employees may elect to contribute and be reimbursed for certain expenses incurred in caring for children and elders (up to \$5,000 per year, as provided by the Code), also on a pretax basis; and (3) a health FSA, to which employees may contribute and be reimbursed for qualifying medical expenses for themselves and their dependents, including uninsured expenses, deductibles and co-payments; again, using pretax dollars. FSA plan enrollment is available to all employees currently on a ConVal health insurance plan during the open enrollment period in May and June, prior to the start of each plan year. Employees are urged to consult the plan documents available on the District website at [www.conva.edu](http://www.conva.edu), or by contacting the Human Resources Department.

## **9. 403(b) Plan**

The District currently offers its employees a 403(b) Plan, which is a tax-deferred retirement savings plan. The 403(b) Plan is funded by voluntary employee contributions made by employee payroll deductions. The allowable contributions to a 403(b) plan and age restrictions on withdrawals from the plan change over time. Contributions to a 403(b) plan are made with pre-tax income, but are taxed when withdrawals are made from the plan. All contributions to a 403(b) plan are the property of the employee once they are made.

Full details regarding 403(b) plans and information about establishing a 403(b) plan account may be obtained in the Payroll Department. Participation in this optional plan is available to District employees who wish to elect this benefit throughout the year.

## **10. Group Life Insurance**

The District currently offers full-time employees an employer-paid basic group term-life policy along with an accidental death and dismemberment policy. Each policy generally pays a death benefit equal to \$50,000.

### **11. Long-Term Disability (LTD)**

The District currently offers employees who are regularly scheduled to work a minimum of 30 hours per week a non-contributory Long-Term Disability (LTD) base plan. This non-contributory plan currently provides for monthly LTD benefits of 66.6% of basic monthly earnings to a maximum benefit of \$1,000 per month, less any other offsets, starting on the 91<sup>st</sup> day of an employee's disability. Eligible employees are automatically enrolled as of the first day of the calendar month on or following their date of hire. LTD coverage terminates on the last day of employment.

This plan does not include coverage for work-related injuries or accidents covered under Workers' Compensation Insurance.

### **12. Workers' Compensation Benefits**

The District is regulated under State Workers' Compensation Laws in the event an employee suffers an injury or illness arising out of, and in the course of employment. Should an employee be injured or suffer an illness arising out of, and in the course of employment, the employee must immediately notify his/her supervisor and the employee will complete a First Report of Injury form and submit it to the Human Resources Department. In the case of an emergency, you should go to the nearest hospital emergency room for treatment and then utilize a personal primary care provider if additional treatment is necessary.

### **13. Social Security**

The cost of Social Security is shared between each employee and the District in accordance with Federal law. This program currently provides benefits for the employee and his/her dependents as specified by law in the event of retirement, medical, disability, and death as provided by law. For details, contact the local Social Security Office.

### **14. Employee Assistance Program ("EAP")**

The District currently offers a voluntary and professional service that provides information, counseling, and referral services to all employees and their dependents who have District medical coverage and may be experiencing personal stress and other issues in their lives.

The EAP typically provides the following services without cost to employees participating in the District's health insurance plan:

- Assessment/referral interviews
- Unlimited telephone consultations
- Brief information/articles of interest to all employees
- Referral services to community resources

### **15. Tuition Reimbursement**

The District encourages employees to further their knowledge and skills as they pertain to their job. Therefore, the District currently assists employees with education expenses as provided in this policy.

If an employee is a full-time employee and has worked for the District at least one (1) year, he/she may be eligible to participate in the District's tuition reimbursement program. Eligible courses must be directly and substantially related to an employee's current job. If an employee is eligible for this benefit, the District may partially reimburse the employee for tuition for certain courses that are job-related, or courses needed to fulfill a degree requirement in a field related to his/her work or District Goals or Initiatives. Costs for textbooks and materials will not be reimbursed. The amount an employee receives will depend on the District's approval and upon attaining a grade of "C" or better (or Pass in a Pass/Fail grade);

An employee must be employed by the District at the time the reimbursement payment is to be made to receive tuition reimbursement. If the employee leaves District employment for any reason prior to being reimbursed, the District is under no obligation to pay the reimbursement.

All professional development activities are proposed and tracked thru MLP (My Learning Plan). When you want to attend any workshop/course, you must apply by completing a proposal form in MLP prior to participating in the activity. The PD Committee may deny funding for any activity where a proposal Form is not submitted prior to attending an activity. Your supervisor will approve whether or not the workshop/course you are taking is applicable to the goals set by your school and your Professional Growth Plan. The Professional Development Committee will approve funding based on availability. All information regarding Professional Development can be found at [www.conval.edu](http://www.conval.edu), and then click on Professional Development.

## **16. Employee Discount Program**

The ConVal School District is pleased to offer the staff of the ConVal School District the Employee Discount Program benefit, PerkSpot. You can use PerkSpot to find hundreds of deals on everything from household essentials to once-in-a-lifetime vacations.

All District employees are eligible for these discounts. As discounts are a benefit offered to District employees, and it is appropriate for employees to view information offered on District equipment during their free time, however, once an employee decides to contact a business or make a purchase over the phone, in person, or online, that becomes an activity that must be done on the employee's own time and may not be done using District equipment or during work time. Please go to [www.conval.edu](http://www.conval.edu), and then click on Human Resources, then Employee Discount program for more information.

## **E. ON THE JOB**

The policies in this section of the Handbook are applicable to all District employees except those employees who are subject to a collective bargaining agreement or other employment agreement, whose agreement specifically has defined procedures, process, or benefits that conflict with statements herein. Where such a conflict is evident or the Handbook provides for "terms and conditions of employment," as defined in RSA 273-A, or confers an employment benefit which has not been negotiated with and agreed upon by the union, the collective bargaining agreement language will govern the treatment of bargaining unit members.

### **1. Attendance, Punctuality, and Dependability**

All District employees are expected to demonstrate dependability, consistent attendance, and punctuality. Employees are expected to report to work on time and to work on all scheduled workdays and during all scheduled work hours unless they are using available time off.

**Definitions:**

- Absence - Failure to report for and remain at work as scheduled.
- Tardy - not at appointed work location, ready to work, at the start of the scheduled shift or upon conclusion of scheduled breaks.
- Leave early – leaving work before the end of the scheduled work shift or before scheduled breaks
- Excessive absences/tardiness/leave early - more than four unexcused episodes of absence/tardiness/leave early in a rolling 12-month period or any pattern such as but not limited to, absences on, before or after weekends or holidays or paydays.
- Dependability - reporting for work ready to start work at the beginning of the workday.
- Unauthorized absence – an absence that is not approved by the employee's supervisor or otherwise authorized by District policy.

An employee must notify his/her supervisor or their alternative contact as far in advance as possible, but not later than one half hour before his/her scheduled starting time, if he/she expects to be late or absent. An employee who fails to contact his/her immediate supervisor or the alternative contact in a timely manner will be subject to disciplinary action and may be considered as having voluntarily resigned. This policy ordinarily applies for each day of an employee's absence; however, if an employee is unable to contact his/her supervisor or alternative contact due to an extreme emergency, contact must be made when the emergency ceases. Examples of extreme emergency are events such as, but not limited to, auto accident, sudden and serious illness, or hospitalization.

If an employee knows he/she will be absent for a specific amount of time, he/she can indicate that time period to the supervisor and not have to call in each consecutive workday. This policy must be followed unless an exception has been made for a particular absence, and a written memo regarding the exception has been sent to the Human Resources Director for approval.

A record of absenteeism and tardiness will be part of the personnel record. Failure to comply with this policy will result in disciplinary action up to termination for unsatisfactory attendance, reporting late or leaving early and repeated absences.

**2. Drug Free Workplace**

The District recognizes alcohol and drug abuse as potential health, safety, and work problems. We expect all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. It is the policy of the District to cultivate a work environment free from substance abuse in compliance with the Drug Free Workplace Act.

The District strictly prohibits employees from the manufacture, distribution, dispensation, possession, purchase, or use of any non-prescribed drugs, illegal drug, alcohol, intoxicants, or controlled substance while on District premises.

All employees are required to report to their jobs in an appropriate mental and physical condition, ready to work. This prohibition includes arriving at work under the effects of alcohol or any illegal drug. If an employee may be impaired because of taking medication according to a doctor's prescription, he/she is expected to discuss the impairment with his/her supervisor before commencing work that day.

Each employee is also obligated to notify the Human Resources Department if he/she is convicted of any criminal drug statute for a violation occurring in the workplace or elsewhere. Notification must be provided no later than five (5) days after such conviction. Failure to so notify the Human Resources Department will result in appropriate disciplinary action up to and including discharge.

Conviction of any criminal drug statute for a violation occurring in the workplace will result in appropriate discipline up to and including discharge or result in said employee being required to satisfactorily participate in an approved drug abuse assistance or rehabilitation program. Employees who have an alcohol or drug abuse problem are strongly encouraged to seek guidance through the Employee Assistance Program (EAP) which may be covered by the health insurance plan. However, rehabilitation is the responsibility of the employee. Any employee who fails to complete the required drug abuse assistance or rehabilitation program will be subject to disciplinary action up to and including discharge. While the District may be willing to attempt to assist individuals with drug or alcohol-related issues, it retains full and final discretion on whether, when, and under what conditions an employee may be reprimanded, terminated, or re-employed after an instance of substance abuse.

The District has access to a drug-free awareness program, which informs employees about the dangers of drug abuse in the workplace.

### **3. Severe Weather**

Offices will be open during severe weather conditions such as snow, ice, freezing rain, flooding, and other acts of nature unless the severity of conditions, or government rulings, oblige the District to close offices. Unless offices are closed, 12-month District employees will be expected to be at their workstations no later than 10:00 a.m. As always, employees must use their own judgment relative to their safety in traveling to work. If an employee does not report to work during severe weather conditions, he/she will be compensated by using one (1) Vacation day to cover the absence, if one is available. If the employee does not have a Vacation day available, the absence will be considered an excused absence but hourly employees will not be paid for that day.

Employees who work on a 10-month schedule will have those day(s) off when school is not in session due to severe weather. These days will be made up by the end of the school year.

10- and 12-month staff will be paid for two hour delays due to weather. You will be expected to arrive no later than two hour later than your regular scheduled time.

School closings and delayed start information will normally be available on the ConVal.edu website, television station WMUR Channel 9, and the radio. The District will also utilize the automated telephone/email notification system.

### **4. Appearance and Conduct**

The District expects employees to maintain a neat, well-groomed professional appearance at all times.

All employees are expected to conduct themselves professionally and appropriately at all times. Employees who fail to maintain acceptable and reasonable standards of conduct toward their work, their co-workers, supervisors, students, parents and others they may be in contact with, or who violate any of the District's policies, are subject to appropriate disciplinary action, up to and including termination. Among those types of conduct considered a violation of this policy are intimidating and harassing conduct, offensive language or conduct that creates a hostile work environment, and other inappropriate behavior.

### **5. FERPA (Family Educational Rights and Privacy Act)**

The District acknowledges the rights and privacy of student information relative to FERPA and requires District employees to comply with the requirements stated within the law, including those requirements applicable to "directory information." Employees should consult the Human Resources Department with any questions regarding the release of student information.

## **6. Responsibility for Reporting of Child Abuse**

In accordance with New Hampshire law, individuals working in a school or after-school setting who work with minors under the age of eighteen are required to report suspicions of child abuse or neglect. If a child tells an employee that he or she has been a victim of abuse or neglect, or if an employee has a reasonable suspicion that a child has been subjected to abuse or neglect, then he/she is required to report it. Proof of abuse or neglect is not required to make a report.

An oral report may be made, but the District will also provide employees with a "Suspected Child Abuse and Neglect Reporting Form." This form is intended to be utilized when cases of child abuse or neglect are suspected. The employee will describe his/her suspicion of abuse and neglect, and provide a narrative of any information the child disclosed. The employee is required to provide an oral report or the "Suspected Child Abuse and Neglect Reporting Form" to a Designated Reporter within the District. The Designated Reporter will report cases of abuse to the appropriate state agency.

In a situation in which the safety of a child is in imminent danger, the employee is expected to notify the local police department. The employee may inform the Designated Reporter if he or she is available, but must directly contact the local police themselves if the Designator Reporter is not available, to ensure the safety of the child.

It is the role of the State of New Hampshire to perform the investigation, not the role of a school or after-school staff member. The employee's role is to provide the child a safe and stable educational environment, not to inquire further regarding the suspected abuse. If the child does choose to disclose more information concerning abuse or neglect, then it is expected that the employee will file a follow-up oral report or "Suspected Child Abuse and Neglect Reporting Form" to a Designated Reporter. The same procedures as mentioned above are to be followed with each subsequent suspicion of abuse or neglect.

Employees who suspect cases of abuse and do not file a report with the Designated Reporter will be subject to disciplinary consequences up to and including termination.

## **7. Student Conduct, Discipline and Due Process, and Safe School Zone**

It is the School District's policy that students will conduct themselves in a manner fitting to their age level and maturity, and with respect and consideration for the rights of others while on District property or on property within the jurisdiction of the District; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the School District. Each school has its own age-appropriate behavior management plan and disciplinary procedures described in their respective Student handbook.

Furthermore, it is the School District's policy that all school buildings, property, bus stops, routes, and associated areas shall be safe environments for students, free of danger posed by the presence of weapons or conduct which threatens harm or causes injury. The provisions of RSA 193-D, the "Safe School Zone Act," shall be carried out in all respects and due process shall be afforded students in accordance with RSA 193:13 and applicable Department of Education regulations. Should any portion of this guideline conflict with state law or regulations issued pursuant thereto, it is the School District's intention that this guideline be read in such a manner that it conforms to such law or regulation.

### **Detentions**

If you are keeping a student after school for disciplinary reasons, the student and parent must be given 24-hour notice so arrangements can be made. This does not apply if parents can be noticed the day of the detention and transportation can be arranged for the child. Students who are detained after school must be supervised at all times during their

detention. Detention on one day is to be limited to 60 minutes. (Please refer to District Policy JKB.)

### **Corporal Punishment of Students**

Corporal punishment is defined as the intentional use of physical force upon a student for any alleged offense or behavior, or the use of physical force in an attempt to modify the behavior, thoughts or attitudes of a student. No teacher, administrator, student or other person will subject a student to corporal punishment or condone the use of corporal punishment by any person under his or her supervision or control.

Physical restraint, including the use of physical escort, shall only be used in accordance with the District Physical Restraint policy and procedures and shall be reported and documented on a designated incident report form. (Please refer to District Corporal Punishment, Physical Restraint Policies and Procedures at JKAA, JKAA-F1, and JKAA-R.)

### **Disciplinary Procedures for Suspensions and Expulsions in a Safe School Zone**

#### ***Definitions***

For purposes of these procedures, the following definitions as referenced in RSA 193:13, RSA 193-D and Department of Education Regulation 317.02 apply:

1. "Act of Theft, Destruction or Violence" means an act set forth in the following statutes regardless of the age of the perpetrator:
  - a. Homicide under RSA 630;
  - b. Any first or second degree assault under RSA 631; or any simple assault under RSA 631:2-a;
  - c. Any felonious or aggravated felonious sexual assault under RSA 632-A;
  - d. Criminal mischief under RSA 634:2;
  - e. Unlawful possession or sale of a firearm or other dangerous weapon under RSA 159;
  - f. Arson under RSA 634:1;
  - g. Burglary under RSA 635;
  - h. Robbery under RSA 636;
  - i. Theft under RSA 637;
  - j. Illegal sale or possession of a controlled drug under RSA 318-B; and
  - k. Criminal threatening under RSA 631:4
2. "Expulsion" means the permanent denial of a pupil's attendance at school for gross misconduct; neglect or refusal to conform to reasonable rules of the school; an act of theft, destruction or violence; possession of a pellet or BB gun or rifle; or bringing or possessing a firearm or other dangerous weapon in a Safe School Zone without the written authorization of the superintendent or designee.
3. "Firearm or Other Dangerous Weapon" means any firearm as defined in section 921 of Title 18 of the US Code, and any dangerous weapon listed but not limited to dangerous weapons listed in RSA 159:16.
4. "Gross Misconduct" means an act which:
  - a. Results in violence to another's person or property;
  - b. Poses a direct threat to the safety of others in a Safe School Zone; or
  - c. Is an act of theft, destruction or violence, as defined above.
5. "Neglect" means the failure of a pupil to pay attention to an announced, posted or printed school rule.
6. "Pupil" means child through age 21 in attendance at school during the school day.
7. "Refusal" means the willful defiance of a pupil to comply with an announced, posted, or printed school rule.

8. "Safe School Zone" means an area inclusive of any school property or school buses.
9. "School Day" means:
  - a. For a pupil who takes the school bus, the time period beginning when a pupil boards the bus in the morning to the time when a pupil disembarks from the bus in the afternoon; and
  - b. For a pupil who walks to school or arrives by private vehicle, the time period beginning when the pupil arrives on school grounds to the time when the pupil leaves the school grounds.
10. "School Employee" means any school administrator, teacher or other employee of any public, school district, school department, or school administrative unit, or any person providing or performing continuing contract services for the school district, or school administrative unit.
11. "School Property" means all real property, physical plant and equipment used for school purposes, including but not limited to school playgrounds and buses, whether public or private.
12. "School Purposes" means school-sponsored programs, including but not limited to educational or extracurricular activities.
13. "Superintendent" means the school superintendent or chief administering officer, or a representative designated in writing as authorized under RSA 193:13, I.
14. "Suspension" means the temporary denial of a student's attendance at school for a specific period of time for gross misconduct or for neglect or refusal to conform to announced, posted, or printed school rules.
15. "Unlawful Possession" in reference to a firearm or other dangerous weapon shall include but not be limited to:
  - a. having control over a weapon or an object used as a weapon during any part of a school day;
  - b. transporting the object to school;
  - c. storing the object anywhere on the school premises, whether in the student's locker or any other student's locker, or any other place on the premises;

or

  - d. doing any other act which causes or contributes to cause the object to be on school premises, or which causes or contributes to cause an object to be used as a weapon as defined by the school board.

(Please refer to School Board Policy JICI.)

### **Levels of Discipline Relative to Suspension and Expulsion**

The following levels of discipline are available to school officials relative to suspension and expulsion of pupils in a safe school zone:

1. Short-term suspension by a superintendent or representative designated by a superintendent, including but not limited to a principal, which lasts between one (1) and ten (10) school days.
2. Long-term suspension by the School Board or designee of the School Board, including but not limited to a Superintendent, which lasts longer than ten (10) school days.
3. Expulsion by the School Board for a period determined in writing by the Board under RSA 193:13, II.
4. Expulsion by the School Board for a period of not less than 12 months under RSA 193:13, III.

## **Expulsions**

Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a Safe School Zone without written authorization from the Superintendent or designee shall be expelled from school by the School Board for a period of not less than twelve (12) months. Such expulsion is subject to the due process procedures set forth below.

Any pupil may be expelled from school for gross misconduct, neglect or refusal to conform to reasonable rules of the school, an act of theft, destruction or violence, or for possession of a pellet or BB gun, rifle, or paint ball gun. Such expulsion is subject to the due process procedures set forth below.

## **Disciplinary Procedures and Due Process**

The following due process procedures shall be followed:

1. Short-term suspension:
  - a. The Superintendent or designee shall inform the student of the purpose of the meeting;
  - b. Oral or written notice of the charges and an explanation of the evidence against the pupil;
  - c. An opportunity for the pupil to present his/her side of the story;
  - d. The Superintendent or designee shall provide a written statement to the student and at least one of the student's parents or guardian explaining any disciplinary action taken against the student and any recommendation for student action to correct the discipline problem.
2. Long-term suspension:
  - a. Written communication to the student and at least one of the student's parents or guardian, delivered in person or by mail to the student's last known address, containing notice of the charges and an explanation of the evidence against the student;
  - b. Written or oral recommendation for student action to correct the discipline problem;
  - c. A hearing in accordance with Section 4 ("Hearing Procedures"), below;
  - d. A written decision which includes the legal and factual basis for the conclusion that the student should be suspended;
  - e. If the hearing was conducted by the School Board's designee, the decision may be appealed to the School Board;
  - f. If the hearing was conducted by the School Board, the decision may be appealed to the State board.
3. Expulsion by School Board
  - a. A formal hearing in accordance with Section 4, below, shall be held before any expulsion;
  - b. Such hearing may be held either before or after the short-term suspension has expired and pending the expulsion hearing;
  - c. If the hearing is held after the expiration of a short-term suspension, the student shall be entitled to return to school after the short-term suspension has expired and pending the long-term suspension or expulsion hearing;
  - d. The School Board shall provide written notice to the student and at least one of the student's parents or guardian, delivered in person or by mail to the student's

last known address, of the date, time and place for a hearing before the School Board, which shall include:

- i. A written statement of the charges and nature of the evidence against the student;
  - ii. A Superintendent's written recommendation for School Board action and a description of the process used by the superintendent to reach his/her recommendation;
  - iii. This notice shall be delivered to the student and at least one of the student's parents or guardian at least five (5) days prior to the hearing.
- e. A student has the right to appeal a decision to expel to the State Board of Education.

#### 4. Hearing Procedures for Long-Term Suspensions or Expulsions

In all long-term suspensions or expulsions, the following hearing procedures shall apply:

- a. The student, together with a parent or guardian may waive the right to a hearing and admit to the charges made by the Superintendent;
- b. If the student is 18 years of age or older, the concurrence of a parent or guardian shall be unnecessary unless the pupil is subject to a guardianship which would prevent the pupil from waiving the right to a hearing;
- c. Formal rules of evidence shall not be applicable; however, school officials shall present evidence in support of the charge(s) and the accused student or his/her parent or guardian shall have the opportunity to present any defense or reply;
- d. The hearing shall be either public or private and the choice shall be that of the student or his parent or guardian; and
- e. The student and/or parent, guardian or counsel representing the student shall have the right to examine any and all witnesses.
- f. A statement that the School Board has complied with all the requirements of RSA 91-A, the State's Right to Know law, including compliance with all the recordkeeping requirements of that law.

#### 5. Decisions Regarding Long-term Suspensions or Expulsions

Decisions regarding long-term suspensions or expulsions shall:

- a. Be based on a dispassionate and fair consideration of substantial evidence that the accused student committed the act for which such long-term suspension or expulsion is to be imposed and that such acts are, in fact, a proper reason for the consequence.
- b. State whether the student is suspended or expelled and shall specify the length of time.
- c. State the legal and factual basis for the decision.
- d. State the procedure for how the student, parent or guardian may request a review of the School Board's action prior to the start of each school year as set forth in Section 6, below.
- e. State that student's appeal rights to either the School Board where a long-term suspension is imposed by the superintendent or to the state board of education where the decision is rendered by the School Board.
- f. In all cases, appropriate adjustments shall be made to account for the age and grade level of the student being disciplined.

## 6. Appeals and Review

The following waiver, appeal and review procedures shall be followed:

- a. All decisions to impose a short-term suspension shall be final.
- b. A decision by the School Board's designee to impose a long-term suspension may be appealed to the School Board.
- c. A decision by the School Board to impose a long-term suspension or expulsion may be appealed to the State Board of Education.
- d. All appeals to the State Board of Education allowed under RSA 193, II or III shall be filed within 20 calendar days of receipt of the written decision of the School Board and shall be in accordance with RSA 541-A and Ed 200.
- e. In the case of expulsion pursuant to RSA 193:13, II or III and this policy, written application may be made to the School Board through the Superintendent's Office no later than one month prior to start of each school year. The application shall contain a statement in the student's own words explaining why he/she should be considered for readmission. The application shall be accompanied by at least one recommendation from a member of the community such as a counselor, minister or employer who has observed the student's behavior during the period of expulsion. The application shall also be accompanied by the Superintendent's and building Administrator's recommendation to the School Board, which may include conditions, including a transition plan, for phased readmission. (See Section 6.f.)
- f. The Superintendent may, upon written application of an expelled pupil and on a case-by-case basis, recommend to the School Board modification of an expulsion. Prior to consenting to such a modification, the student shall be required to submit to the Superintendent sufficient evidence in the form of letters, work history or other documents or testimony demonstrating that it is in the school's best interests, and the pupil's best interests, to allow a modification. In making such a decision, due regard will be given to other pupils and staff whose safety and well-being shall be of paramount importance.

### **Notification of Students**

The following notification procedures will be followed:

1. The student handbooks for all school pupils shall contain a summary of RSA 193:13 as amended, and student due process rights. Copies of the statutes and this guideline shall be available in the Principal's office. Notice of the guideline and the location of copies shall be displayed in a prominent place on each school's notice board.
2. Copies of the statutes and the handbook will be given to all teachers and other school employees.
3. Copies of the statutes and school policy will be given to any student being disciplined pursuant to its terms.

## **Reporting Procedures for Acts of Theft, Destruction, or Violence in a Safe School Zone**

1. Any school employee who has witnessed or who has information from the victim of an act of theft, destruction, or violence in Safe School Zone shall report such act in writing immediately to an immediate supervisor. A supervisor receiving such report shall immediately forward such information to the school principal who shall file it with the local law enforcement authority immediately, by telephone or otherwise, and shall be followed within 48 hours by a report in writing. If the alleged victim is a student, the principal shall also immediately notify the person responsible for the victim's welfare that a report was made to the local law enforcement authority. The provisions of this Paragraph (1) shall not apply to any simple assault involving pupils in Kindergarten through grade 12 which will be addressed pursuant to School District Policy JICDDA which sets forth circumstances under which parents shall be notified of simple assault. (Please refer also to School District Policy JICDDA-R.)
2. In accordance with RSA 193-D:4, each written report by a Supervisor to the principal relating to an act of theft, destruction or violence in a Safe School Zone shall be on standardized Form Ed 317, available to school officials from the State Board upon request.
3. The report by a supervisor to a principal on Form Ed 317 shall contain all the statutory information required by RSA 193-D:4 and regulation Ed 317.05, including a specific citation to the act of theft, destruction, or violence as defined in RSA 193-D:1, I which has allegedly been violated, and, if known, the name and home address of the suspect and any witness(es).
4. The requirement for a written report shall be waived by law enforcement officials when there is a law enforcement response at the time of the incident which results in a written police report.
5. Reports on acts of theft, destruction, or violence in a Safe School Zone shall be filed with the Commissioner of Education as may be required by state regulations.

## **Student with an Educational Disability**

1. Any suspension or expulsion of a student with an educational disability as defined in Ed 1102.01 shall be in accordance with Ed 1124.01 and applicable federal statutes and regulations.
2. If, under the provisions of Ed 1124.01, the Special Education Placement Team determines that the behavior leading to the suspension or expulsion is not a direct result of the student's educational disability, Sections Ed 317.01 through Ed 317.05 shall apply consistent with applicable federal statutes and regulations.
3. In the case of a student with an educational disability who is determined to have brought a firearm or other dangerous weapon into a Safe School Zone, who knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, in a Safe School Zone, or has inflicted serious bodily injury upon another person in a Safe School Zone, the federal requirement of 20 USC 1415 shall apply and the student may be placed in an interim alternative educational setting for the time periods determined by federal law.

## **8. Job Postings**

As job positions become open (as an actual opening or anticipated opening), the position title and related information will generally be posted on the District's webpage. On the recommendation of the supervisor and approval of the Human Resources Director, open positions may be filled by staff currently working within that school or department, and the resulting vacancy would then be considered the open position for posting. It will be the responsibility of the employee to routinely monitor the webpage to determine availability of positions of interest, determine if they meet the eligibility and qualifications for the position and then submit, on-line, his/her required information for consideration. Employees will be considered for open positions generally based upon their qualifications and/or certification and past performance.

## **9. Anti-Nepotism**

Members of an employee's immediate family will be considered for employment based on their qualifications. Immediate family may not be hired if employment would:

- Create a supervisor/subordinate relationship with a family member;
- Have the potential for creating an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest

This policy also applies to assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse; civil union partner; parent; child or sibling (including step, foster, or in-law); aunt; uncle; niece/nephew; grandparent; grandchild; or members of the same household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as that relationship does not result in any of the three bulleted conditions above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the District to which one of the employees may transfer. If employees become immediate family members or establish a romantic relationship, the District will make reasonable efforts to assign job duties to minimize problems of supervision, poor work performance or conflicts of interest. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the District will decide, in its sole discretion, which person will remain employed.

## **10. Violence in the Workplace**

The District requires that all employees be treated with dignity and respect. Acts of violence and/or threatening conduct will not be tolerated. Any instances of threatening conduct or violence, or perceived threats, must be reported to the employee's supervisor and/or the Human Resources Department. All concerns will be fully investigated. Any person who makes threats, exhibits threatening behavior, or engages in potentially violent acts on District property may be removed from the property as quickly as safety permits, and shall remain off the property pending the outcome of an investigation.

The District will promptly respond to any incident or suggestion of threatening conduct or violence. Violation of this policy will result in disciplinary action, up to and including immediate termination from employment.

## **11. Safety Committee**

The District considers the maintenance of a safe work place for all our employees to be of primary importance. A Joint Loss Management Program has been established to promote safe practices. The Joint Loss Management Committee is available to answer any safety-related questions employees may have.

**Please refer to ConVal School District Policies EB and EB-R.**

## **12. Accidents and Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all employees. The District expects employees to communicate with fellow employees and their supervisor regarding safety issues.

Employees should contact their supervisor, the nearest supervisor, school nurse, and/or 911 in the event of an accident or emergency.

### **Emergency Procedures**

Each school has developed emergency management procedures that outline evacuation and reverse evacuation procedures, and actions relative to a variety of events, such as extreme weather conditions, intruder alerts, bomb threats, medical emergencies, and general crisis situations.

Each employee is expected to be familiar with the plan, its location and all responsibilities he/she may have in each kind of emergency.

The District routinely conducts fire and other emergency drills. Each employee must be knowledgeable about proper protocol, routes for leaving the buildings, and rendezvous locations.

### **First Aid**

Employees who elect to administer first aid are expected to follow Standard Precautions (formerly called "Universal Precautions") at all times. Standard Precautions include the use of personal protective devices such as gloves, masks or clothing to prevent exposure to body substances.

**Please refer to ConVal School District Policy EB and EBBC regarding safety plans and first aid.**

## **13. Open Door Policy**

The District is interested in our employees' success and wellbeing and promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to discuss any questions or concerns they may have with their supervisors. If the supervisor cannot be of assistance, Human Resources is also available for consultation.

## **14. Computer, E-Mail, Voice Mail and Internet Use**

Every District employee is responsible for using District computers, software, e-mail and voice mail systems, and Internet access in accordance with this policy. Use of the District's systems constitutes consent by the user to all of the terms and conditions of this policy. Any questions about this policy should be addressed to the Human Resources Department.

All of these systems are the property of the District, and have been provided solely for use in conducting District business. All communications and information transmitted by, received from, or stored in these systems are District records and property and are to be used for District purposes only. Use of these systems for personal purposes other than occasional short personal phone calls is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over any District system. The District, in its discretion as owner of these systems, reserves the right to monitor, access, retrieve, review and delete any matter stored in, created, received, or sent over any of these systems at any time, for any reason and without the knowledge or permission of any employee. Use of passwords or other security measures does not in any way diminish the District's rights to access materials on its system, or create any privacy rights of employees in the messages and files on these systems. Any password used by employees must be revealed to the District, as files may need to be accessed by the District in an employee's absence.

Even though the District has the right to retrieve and read any files and messages, those files and messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any files or messages that are not sent to him/her. Any exception to this policy must receive the prior approval of the Superintendent.

These systems may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations or to engage in any conduct otherwise prohibited by District policies, including policies in this Handbook.

These systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Superintendent. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the District Director of Technology.

Superintendent approval is required before anyone can post any information relating to the District on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices.

Users should routinely delete outdated or otherwise unnecessary e-mail, voice mail and computer files unless otherwise instructed by the District. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the District systems and always to conduct themselves in a professional manner. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on the District letterhead.

Employees should be aware that deletion of any messages or files may not truly eliminate the messages from the system. Because electronic records and computer files may be subject to discovery in litigation, District employees are expected to comply with all applicable laws and policies regarding appropriate communication and disclosures of information.

Any employee who discovers misuse of these systems should immediately contact the District Director of Technology. Violations of this policy may result in disciplinary action up to and including termination.

## **Internet Use**

Certain employees may be provided with access to the Internet to assist them in performing their jobs. Although the District recognizes that the Internet may have useful applications to the District, employees may not engage in the use of the Internet unless a specific District purpose requires such use. The Internet can be a valuable source of information and research but use of the Internet must be tempered with common sense and good judgment.

To ensure security, and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the District's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer that is being used is not connected to the District's network.

If an employee abuses the right to use the Internet, that access right will be taken away. In addition, the employee may be subject to disciplinary action, including possible termination of employment.

The District is not responsible for material viewed or downloaded by users of the Internet. The Internet is a worldwide network of computers that contains billions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

The District may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access through the District networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to District blocking software.

## **Prohibited activities**

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including, but not limited to, offensive material concerning sex, race, color, national origin, marital status, religion, age, disability, or other characteristic protected by law), or violates the District's equal employment opportunity policy and its policies against sexual or other harassment, may not be downloaded from the Internet or displayed or stored in the District's computers. Employees encountering or receiving this kind of material should immediately report the incident to the District Director of Technology or the Human Resources Department. The District's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and the District's systems, and any violation of those policies is grounds for discipline up to and including discharge.

Employees may not use the District's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material that is downloaded or copied. Employees may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the District Director of Technology.

Files obtained from sources outside the District, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by vendors or others may contain dangerous computer viruses that may damage the District's computer network. Employees should never download files from the Internet, accept e-mail attachments from unknown sources, or use disks from non-District sources, without first scanning the material with the District approved virus checking software. If an employee suspects that a virus has been introduced into the District's network, notify the District Director of Technology immediately.

Without the express permission of the Superintendent, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship (considered "spamming").

### **Voice Mail Use**

Employees shall use professional and courteous greetings on their Voice Mail boxes so as to properly represent the District to callers.

In order to avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to Voice Mail messages while using the speakerphone feature.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

**Please refer to ConVal School District Policy EHAA regarding acceptable use of the District's network, internet, and computers.**

### **15. Media Inquiries**

The District has a high profile in all our communities, and from time to time, employees may be approached by reporters and other members of the media with inquiries relating to the District. In order to ensure that we speak with one voice and provide accurate information about the District, employees are expected to refer all media inquiries regarding the District to the Superintendent.

### **16. Use of District Equipment, Information and Property**

When the District provides any supplies, equipment, vehicles, or materials necessary for an employee to perform his/her job, these items are to be used solely for the District's purposes. Employees are expected to exercise care in the use of District equipment and property and use such property only for authorized purposes. Loss, damages, or theft of District property must be reported at once. Negligence in the care and use of District property may be considered grounds for discipline, up to and including termination.

The District's equipment, such as telephone, postage, facsimile and copier machines, are intended to be used for business purposes. An employee may ordinarily use this equipment for non-business purposes only in an emergency and only with the permission of his/her supervisor. When emergency personal usage of any District equipment results in a charge to the District, that use must be reported immediately to the employee's supervisor or to the Business Administrator for reimbursement to the District.

The protection of District information, property and all other District assets are vital to the interests and success of the District. District-related information or property includes, without limitation, all documents, files, records, books, instructional materials, manuals, computer files, and other information stored on the District's computer system or any computer disk, work product, passwords, entry codes, keys, keycards, equipment, office supplies and similar materials. These items may not be removed from the District's premises except for use in the ordinary course of performing duties on behalf of the District. Violation of this policy is a serious offense, and will result in appropriate disciplinary action, up to and including termination.

Upon termination of employment or the request of the District, an employee must return to the District all District information, property and equipment that the employee has in his/her possession or control.

### **Use of District Vehicles**

Only employees who have an appropriate unrestricted, current New Hampshire driver's license and current state insurance coverage may operate District vehicles or use a vehicle to conduct District business. An employee operating a District vehicle or a vehicle to conduct District business must provide proof of adequate insurance to the Human Resources Department. District vehicles may only be used for authorized District business. Any employee operating a District vehicle must do so in a safe manner and compliant with state laws. Any employee operating a District vehicle under the influence of drugs or alcohol, or in an unsafe or negligent manner, will be immediately terminated from employment. The District has the right to search any District vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to District vehicles.

### **Telephone Use**

It is essential to project a professional telephone manner at all times.

Although the District realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on the District phones without prior approval from the employee's supervisor or he/she shall be responsible for reimbursement to the District for the charges.

### **17. Internal Investigations and Searches**

From time to time, the District may conduct internal investigations. Employees are required to cooperate fully with, and assist in, these investigations if requested to do so. The District reserves the right to search without notice work areas (i.e., desks, file cabinets, lockers, etc.) as well as personal property brought onto District property.

### **18. Smoking**

Smoking on District grounds or in District buildings or vehicles is prohibited at all times by all employees, students, and visitors. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including termination from employment. Any questions regarding the smoking policy should be directed to the Human Resources Department.

**Please refer to ConVal School District Policy JICG regarding staff smoking on school grounds.**

### **19. Discipline**

In order to operate smoothly, the District must enforce certain expectations. Many of these expectations are contained in this Handbook; employees may also be informed of new or additional policies or expectations. Violation of any of these expectations or policies may result in disciplinary action. The list of incidents which may give rise to disciplinary action cannot be completely set forth in this Handbook as it is difficult to anticipate all situations that may arise. The District reserves the right to discipline or discharge employees for other reasons, whether or not the incident at issue is listed in this Handbook or in any other publication as being one which might result in disciplinary action. Moreover, nothing contained in this section of the Handbook lessens the right of the District to discharge an employee without cause. With the exception of those employees who are covered by a collective bargaining agreement or other employment agreement containing conflicting provisions, all employees are hired as employees at-will and can be terminated at any time and for any reason by the District.

The type of discipline administered, and the notice given, will be determined on a case-by-case basis at the District's discretion based upon the nature and circumstances of the violation. In an effort to promote understanding of what is considered unacceptable conduct, the following list contains examples of conduct which may subject an employee to discipline. The list is not meant to be all-inclusive, and disciplinary measures will be invoked at the discretion of the District as provided above.

Violation of District policies, including the standards and policies in this Handbook

- Theft
- Illegal activities
- Destruction of District property
- Discourtesy to others
- Insubordination
- Excessive tardiness/leave early
- Excessive absenteeism

## **20. Tape Recording Policy**

It is a violation of District policy and law to record conversations with a tape recorder or other recording device unless prior approval and consent is received from the Superintendent and all parties to the conversation.

The purpose of this policy is to eliminate the effect on the expression of views that may exist when one person is concerned that his/her conversation with another is being recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

## **21. Parking**

The District currently provides parking spaces for employees to use. Some are reserved parking spaces and others are available on a first-come, first-serve basis. Employees must not park in spaces that are designated for visitors or reserved for another person or for individuals with disabilities (unless he/she is qualified to utilize handicapped parking). Employees must not park in unauthorized areas such as fire lanes; lawns; blocking doorways, fire exits, or dumpster access; or other no parking areas.

## **22. Service Recognition**

The District values long-term commitment and support by its employees. Employees who reach significant 5-year interim milestones beginning with the completion of year 10 in their employment with the District, will receive appropriate recognition in appreciation of their continuing service.

## **F. LEAVING THE DISTRICT**

### **1. Resignation**

When an employee is considering whether to leave employment for any reason, his/her supervisor, and the Human Resources Department, would like the opportunity to discuss the resignation before final action is taken. If, after full consideration, the employee decides to resign his/her employment, the District requests that the employee provide written notice to his/her supervisor, and the Human Resources Department, at least two (2) weeks in advance of his/her expected date of departure from employment.

Vacation and Sick/Personal Time may not be taken during the two-week notice period. Thus, unused Vacation and Sick/Personal Time may not be used to bridge time to extend the last day of employment or count as the notice period. For example, if the last day of work performed is May 20<sup>th</sup>, and the employee has 10 days of unused vacation, the employee's last day of employment will be May 20<sup>th</sup>, not June 3<sup>rd</sup>.

## **2. Termination**

Unless an employee is covered by a collective bargaining or other employment agreement with the District providing otherwise, every District employee is an "employee at-will" meaning that no one has a contractual right, express or implied, to remain in the District's employ. Thus, the District may terminate an employee's employment without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the District (except the Superintendent) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

## **3. Post-Resignation/Termination Procedures**

### **Exit Interview**

The District may ask that a departing employee participate in an exit interview which would be scheduled by the Human Resources Department, in cooperation with the employee's supervisor, on or before the employee's last day of employment. The purpose of an exit interview is to review eligibility for benefit continuation and conversion, to assure that all necessary forms are completed, and to collect all District property that may be in the employee's possession including, but not limited to:

- Identification Card
- Building keys
- District-issued credit cards
- District cell phone, computer
- Any additional District-owned or issued property

### **Benefits**

Health and dental insurance benefits ordinarily end on the last day of the month in which the last day of employment falls. Life insurance and Long Term Disability will ordinarily end on the last day of employment. An employee, unless dismissed for gross misconduct, has the option to continue health and dental insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employees who are participants in the New Hampshire Retirement System will also be provided information about this benefit during the exit interview.

### **Vacation and Sick/Personal Day Pay for Terminating Employees**

#### **Vacation**

When the staff member is no longer employed by the District, they are eligible to be paid for all unused vacation time. Final payment will be adjusted for any overpayments and will have all appropriate deductions.

### **Sick/Personal Day Pay**

If at the time of voluntary retirement from the District, all eligible employees of the ConVal School District who have at least 10 years of consecutive regular employment within the District and is either (1) eligible for retirement benefits under the New Hampshire Retirement System or (2) eligible for Social Security Disability Benefits, the District shall pay that employee for the accrued and unused balance of sick/personal leave (not to exceed 90 days) at the rate specified below: (Regular employment can be full or part-time, and will not include positions such as, but not limited to, tutors, substitutes, coaches, club or activity advisors, summer hires, contracted services, or any position paid by stipend or under temporary arrangement.)

Total consecutive full years of employment with the District:

- $\geq 10 - \leq 19$  – 30% of the most recent per diem pay rate
- $\geq 20 - 24$  – 60% of the most recent per diem pay rate
- $\geq 25 - 29$  – 82% of the most recent per diem pay rate
- $30+$  - 100% of the most recent per diem pay rate

Notification of intent to retire shall be made in writing to the Superintendent on or before October 1 of the fiscal year preceding retirement. Example: If retirement is planned for July 1, 2017, notification must be made by October 1, 2015.

Notification of intent to retire that reaches the Superintendent after October 1, as stated above due to extenuating circumstances, shall result in the employee receiving the benefits of this article as severance pay in the first manifest of the following fiscal year.