

# Oyster River Cooperative School District, SAU #5

## Employee Handbook

2022-2023



**Our Mission Statement  
is  
Working Together to Engage Every Learner**

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## **FOREWORD**

### **Oyster River Cooperative School District, SAU # 5**

Whether you have just joined our staff or have been at Oyster River Cooperative School District (ORCSD) for a while, we are confident that you will find our school district a dynamic and rewarding place in which to work. We consider the employees of ORCSD to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship. Neither this handbook nor any other District document confers any contractual rights, either expressed or implied, to remain in the District's employ. Nor does it guarantee any fixed terms and conditions of your employment.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice, you should address your specific questions to the Human Resource Coordinator, Theresa Proia, ext. 2004.

Unless a collective bargaining agreement or contract states otherwise, your employment with ORCSD is not for any specific time and may be terminated at will, with or without cause, and without prior notice by ORCSD. No supervisor or other representative of the ORCSD (except for the Superintendent) has the authority to enter into any agreement for employment for any specified period or to make any agreement contrary to the above.

The ORCSD reserves the right to change, add to or delete any provisions of this handbook or its policies at anytime. We will make every effort to inform you of any changes as they occur.

### **Equal Employment Opportunity Statement**

Oyster River Cooperative School District provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, status as a covered veteran in accordance with applicable federal, state and local laws. Oyster River Cooperative School District complies with applicable State and local laws governing nondiscrimination. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation, and training.

Oyster River Cooperative School District expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Oyster River Cooperative School District employees to perform their expected job duties is not tolerated. Currently the Director of Special Services acts as the Title IV Coordinator for the District. The Title IV Coordinator is responsible for coordinating compliance with Federal and State harassment laws.

# WORKPLACE EXPECTATIONS

## Confidentiality

Confidentiality is one of the cornerstones of professionalism and ethics in education. You have a responsibility to preserve the confidentiality of the students, legal guardians, teachers, and other school staff with whom you interact daily. In a school environment, there may be situations in which it is appropriate to discuss confidential information in order to better understand our students and how we can best help them. Although our staff members make every effort to prevent this from happening, there are times, when during staff interaction, information is disclosed and may be overheard by another employee. Any information you become privy to, may only be used in carrying out the responsibilities of your position. The information may not otherwise be used, shared, or accessed without proper authorization. Federal law protects such records and information under the Family Educational Rights and Privacy Act (FERPA). Maintaining confidentiality is critical to the Oyster River Cooperative School District's obligations to comply with current laws and to continue to foster an ethical environment for both the students and employees of Oyster River Cooperative School District.

We always expect employees to protect all personal and confidential information.

## Attendance and Punctuality

Vacation and personal days must be scheduled with one's supervisor in advance. Sick leave may be used in the case of sudden illness without prior scheduling. All employees, including professional staff members, are required to enter time missed for sick, personal, vacation, bereavement, and jury duty into the Employee Self-Serve (ESS) system.

Patterns of absenteeism may result in disciplinary action even if the employee has not yet exhausted available paid time off. Likewise, all employees are expected to report to work on time every day. Patterns of tardiness may result in disciplinary action, as well.

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record.

If you are absent from work without advising your supervisor, your absence will be documented as a no-call/no-show. Unless otherwise noted in your CBA, the first instance of a no call/no show will result in disciplinary action, up to and including, termination of your employment. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

## Inclement Weather Day Protocol

If schools are closed due to inclement weather, the Oyster River Cooperative School District office may be closed as well. If the office is closed, the employees are able to make the decision if they want to work in the office, work from home, or take a vacation day; personal and sick time may not be used for inclement weather days. In addition, the employee will be expected to work the full 7.5 hours or use a combination of vacation time and hours worked to total 7.5 hours. This may apply to other non-union, year-round employees and should be discussed with their individual supervisors.

**Please note: Unless the District office is officially closed due to inclement weather, employees choosing not to report to work, or choosing to leave early as a result of the inclement weather, must use vacation time and will not be allowed the option to work from home.**

## **Employee Dress Code**

It is the intent of the Oyster River Cooperative School District, through this dress code, to ensure all employees present themselves to our students, parents, and public in a manner which portrays a professional image. All employees are expected to dress in a professional manner. Clothing should be neat, clean, in good condition, and appropriate for on the job appearances always. Employees shall not wear on the outside of their clothing any items that are obscene, distracting, or may cause disruptions to the educational environment. Oyster River Cooperative School District recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons or as part of a personal religious practice. When such is the case, the employee should provide notification to his or her supervisor for a medical necessity or personal religious practice accommodation. Any attire that violates this dress code is prohibited. The Principal may ask the employee to leave school and return with appropriate attire.

The dress code for Oyster River Cooperative School District employees is waived when school is not in session.

**WAIVER:** The Superintendent's office recognizes "dress down Friday's" where blue jeans, in good condition, are allowed, with nice tops and shoes.

## **Sustainability Committee**

ORCSD is committed to sustainability in terms of, renewability, substitution, adaptability, interdependence and institutional commitment in the areas of food, energy, transportation, school curriculum and community outreach. If you are interested in serving on the Sustainability Committee, please email Susan Caswell, Business Administrator.

## **Miscellaneous Information**

If you lose your security badge, you will need to contact the Human Resource Coordinator to arrange for a new badge to be made. There is a cost of \$15 for badge replacement. If your badge breaks or stops working, you will not be charged the \$15.

Employees needing to have medication at work are to keep the medication on their person, in their locked car, or in a locked area that is not accessible to other staff members or students.

If an employee's marital status changes, the employee must notify Human Resources within 30-days of the change.

**OYSTER RIVER COOPERATIVE SCHOOL DISTRICT  
2022-2023 SCHOOL CALENDAR**

**School Board Approved – January 19, 2022**

Deliberative Session: February 7, 2023\*

Voting Day: March 7, 2023

\*Subject to Change

AUGUST/ SEPTEMBER 2022					
M	T	W	Th	F	
	TW	TW	▲	1	X
S(20)	X	6	7	8	9
T(23)	12	TW	14	15	16
	19	20	21	22	23
	26	27	28	29	30

OCTOBER 2022					
M	T	W	Th	F	
	3	4	5	6	TW
S(19)	X	11	12	13	14
T(20)	17	18	19	20	21
	24	25	26	27	28
	31				

NOVEMBER 2022					
M	T	W	Th	F	
		1	2	3	4
S(17)	*7	TW	9	10	X
T(18)	14	15	16	17	18
	21	22	X	X	X
	28	29	30		

DECEMBER 2022					
M	T	W	Th	F	
			1	2	
S(17)	5	6	7	8	9
T(17)	12	13	14	15	16
	19	20	21	22	23
	X	X	X	X	X

JANUARY 2023					
M	T	W	Th	F	
	X	3	4	5	6
S(19)	9	10	11	12	13
T(20)	X	17	18	19	20
	TW	24	25	26	27
	30*	31			

8/29, 8/30..... Teacher Workshop Days  
8/31 ..... 1st Day for All Students

9/1..... 1<sup>st</sup> Day Preschool  
9/2..... No School Day  
9/5..... Labor Day Observance  
9/13..... Teacher Workshop Day  
(Due to State Primary Election)

10/7..... Teacher Workshop -  
(Parent/Teacher Conference Gr K-4)  
10/10..... Indigenous Peoples' Day

11/8 ..... Teacher Workshop  
(Due to State General Election)  
11/11..... Veterans' Day Observed  
11/23 - 11/25... Thanksgiving Recess

12/26 - 1/2..... Holiday Recess

1/16..... Martin Luther King Day  
1/23 ..... Teacher Workshop

2/20 - 2/24 ..... Winter Recess

4/24 - 4/28..... Spring Recess

5/26 ..... Teacher Workshop  
5/29..... Memorial Day

TBD..... ORHS Graduation  
6/23..... With 5 Built In - Snow Days

Please refer to page 2 for other recognized holidays.

△ First Day of School for Students  
△ Last Day of School - **Early Dismissal**  
(unless more than 5 make-up days are required)

TW Teacher District Workshop Days  
(no school for students)

X School Closed – Holiday/Vacation/No School Day

\* End of Quarter

SD Snow Days (5 Built in)

Anticipated last day for students is 6/23. The calendar allows for five school cancellation days. If less or more than five days are needed to cover cancellations, the schedule will be adjusted accordingly.

FEBRUARY 2023					
M	T	W	Th	F	
		1	2	3	
	6	7	8	9	10
S(15)	13	14	15	16	17
T(15)	X	X	X	X	X
	27	28			

MARCH 2023					
M	T	W	Th	F	
		1	2	3	
	6	7	8	9	10
S(23)	13	14	15	16	17
T(23)	20	21	22	23	24
	27	28	29	30	31

APRIL 2023					
M	T	W	Th	F	
	3	4	5	6	*7
	10	11	12	13	14
S(15)	17	18	19	20	21
T(15)	X	X	X	X	X

MAY 2023					
M	T	W	Th	F	
	1	2	3	4	5
	8	9	10	11	12
S(21)	15	16	17	18	19
T(22)	22	23	24	25	TW
	X	30	31		

JUNE 2023					
M	T	W	Th	F	
			1	2	
	5	6	7	8	9
S(12)	12	13	14	15	16
T(12)	SD	SD	SD	SD	SD/▲

September 13, 2022 – State Primary

November 8, 2022 – General Election

178 Student Days

185 Teacher Days

## Payroll Dates 2022-2023



Oyster River Cooperative School District payroll is done on a bi-weekly basis, every other Friday. Checks are distributed to the buildings on pay dates. Direct deposit is available to all employees and employees are encouraged to receive pay statements via email. If you have any questions about your checks, please contact Sabrina Lichtenwalner in Payroll at ext 2009.

1. July 8, 2022	14. January 6, 2023
2. July 22, 2022	15. January 20, 2023
3. August 5, 2022	16. February 3, 2023
4. August 19, 2022	17. February 17, 2023
5. September 2, 2022	18. March 3, 2023
6. September 16, 2022	19. March 11, 2023
7. September 30, 2022	20. March 31, 2023
8. October 14, 2022	21. April 14, 2023
9. October 28, 2022	22. April 28, 2023
10. November 11, 2022	23. May 12, 2023
11. November 25, 2022	24. May 26, 2023
12. December 9, 2022	25. June 9, 2023
13. December 23, 2022	26. June 23, 2023

## Payment of Wages

Employees may be paid by check or through direct deposit to a savings or checking account at the financial institution of their choice.

Checks stubs can be emailed the day before payroll date or they can be delivered to the schools each payroll date. It is the Oyster River Cooperative School District's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address unless prior arrangements have been made with the payroll department. Checks for substitute teachers will be delivered to the school that the substitute worked in the most during that pay period.

If a payday falls on an Oyster River Cooperative School District holiday, paychecks will be distributed one workday before the holiday.

Except for extreme emergencies and vacation pay, no salary advances will be made.



## **Time Reporting**

A work hour is any hour of the day that is worked and should be recorded to the nearest quarter. The work week covers seven consecutive days beginning on Sunday and ending on Saturday.

Hourly employees must submit their worked time via ESS bi-weekly or as directed by their supervisor. Each employee is to maintain an accurate daily record of his or her hours worked.

All employee absences are to be appropriately recorded in ESS in the Requested Time Off section. Hourly employees also need to record any time taken in the Time Entry section. No one is authorized to complete a time record on the employee's behalf. Employees falsifying time records will be disciplined up to and including dismissal.

## **Meal/Rest Periods**

The scheduling of meal periods at Oyster River Cooperative School District is set by the employee's immediate supervisor with the goal of providing the least possible disruption to Oyster River Cooperative School District's operations and the individual school's learning environment.

### **Mandatory Meal Period**

Employees who work more than 5 consecutive hours will be provided a meal break of 30 minutes. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks.

### **Impermissible Use of Meal Period**

The meal period may not be used to account for an employee's late arrival or early departure or to cover time off for other purposes. For example, meal periods may not be accumulated to extend another meal period or to leave work early. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

## **Overtime Pay (non-exempt employees)**

The District recognizes that there are extenuating circumstances that would require an employee to work additional hours. Overtime is defined as hours worked by an hourly or non-exempt employee more than 40 hours in a work week. All overtime must be approved in advance by the manager to whom the employee reports. Paid leave such as holiday, sick or vacation pay, does not apply toward work time when calculating overtime pay. Overtime is paid at time and a half and should be recorded to the nearest quarter of an hour. The work week begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

## **Compensation Time (Comp Time)**

Although Comp time is discouraged, all comp time arrangements must have prior approval by a District Administrator at the SAU office. Comp time will be paid at the employee's regular rate of pay; however, comp time earned over 40 hours in the week (OT), will be paid a 1.5 x the rate of pay for each over-time hour worked. Once comp time arrangements have been established and approved, hours earned cannot be paid out. An employee may accrue up to 24 hours of comp time; however, they must utilize these hours within 6 months of the first accrual. Arrangements need to be made with payroll for comp time recording.

## **Deductions**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors to payroll immediately. You also must not engage in off-the-clock or unrecorded work.

## **Work Day**

The employee's daily hours are determined at the onset of the work year. Employees are not allowed to vary their determined start and end times to accommodate their own personal needs.

## **Part-Time Employees**

Employee's that work consistently less than 15 hours per week will not be entitled to any benefits; including, but not limited to medical, dental, vacation, sick, personal, holiday pay, etc. Those working 15-29 hours per week will have pro-rated benefits. For those positions that are normally 40 hours per week, pro-ration happens from 15-39 hours per week.

## District Department Listing

<b>SAU Office and other Departments</b>		
<b>SAU Office 36 Coe Drive, Durham, NH 03824</b>		<b>868-5100</b>
Title	Name	Ext #
Superintendent	Dr. James Morse	2001
Asst. Superintendent	Suzanne Filippone	2007
Business Administrator	Susan Caswell	2003
Director of Special Services	Catherine Plourde	2006
Director of Accounting	Tim Gehling	2010
Executive Assistant to the Superintendent	Wendy DiFruscio	2002
Asst. to Director of Special Services	Pamela Purser	2005
HR Coordinator	Theresa Proia	2004
Payroll Specialist - A/P	Sabrina Lichtenwalner	2009
Admin Support to the SAU and Facilities	Shelley Price	2011
<b>Facilities Building 33 Coe Drive, Durham, NH 03824</b>		<b>868-5100</b>
Facilities Director	Jim Rozycki	2402
Facilities Secretary	Anne Kimball	2401
Custodial Supervisor	Nathaniel Fisk	2403
Director of Child Nutrition	Doris Demers	2012
IT Director	Josh Olstad	2501
Database Specialist	Robert Strobel	2502
System Administrator	Ryan Moriarty	2507
IT Specialist	Bob McCann	2504
IT Specialist	Bruce Stocker	2505
IT Specialist/Production Svcs Engineer	Alexander Taylor	2403
<b>Transportation Office 48 George Bennett Rd. Lee, NH 03861</b>		<b>868-1610</b>
Director of Transportation	Lisa Huppe	2602
Dispatcher/Asst. to the Director	Nancy Clavette	2601
<b>Oyster River High School 55 Coe Drive, Durham, NH 03824</b>		<b>868-2375</b>
Principal	Rebecca Noe	6001
Admin Assistant to Principal	Christine Clark	6002
<b>Oyster River Middle School 1 Coe Drive, Durham, NH 03824</b>		<b>868-2820</b>
Principal	Jay Richard	5003
Admin Assistant to Principal	Denise Diharce	5002
Admin Assistant to Principal	Laurie Gaylord	5001
<b>Mast Way School 23 Mast Road, Lee, NH 03861</b>		<b>659-3001</b>
Principal	Misty Lowe	3301
Admin Assistant to Principal	Christine Nelson	3300
<b>Moharimet School 11 Lee Road, Madbury, NH 03823</b>		<b>742-2900</b>
Principal	David Goldsmith	4303
Admin Assistant to Principal	Helen Holmes	4302
<b>School Based Directors</b>		
<b>Oyster River High School</b>		
Title	Name	Ext #
Athletic Director	Andy Lathrop	6007
Admin Assistant to AD/Auditorium Coord	Kelly LaCoste	6038
Assistant Special Ed Director	Melissa Jean	6034
<b>Oyster River Middle School</b>		
Assistant Special Ed Director		5007
<b>Mast Way/Moharimet Elementary Schools</b>		
Assistant Special Ed Director for MOH	Brian Ryan	3131
Assistant Special Ed Director for MW	Andrea Biniszkiewicz	

# EMPLOYEE CLASSIFICATIONS

## Employment at Will

Unless otherwise provided in a written contract signed by the Superintendent and or the School Board, or unless set forth by statute or Collective Bargaining Agreement (CBA), Oyster River Cooperative School District employees are employees at will. Oyster River Cooperative School District employees at will; therefore, may resign from their employment at any time, for any reason. Likewise, the Oyster River Cooperative School District may terminate the employment relationship of such employees at any time, for any reason. Neither the policies contained in this Handbook, nor any other written or verbal communication by a supervisor, are intended to change the at-will relationship or create a contract of employment.

## Collective Bargaining Units

The Oyster River Cooperative School District currently has five collective bargaining units with active contracts. Members of these groups are governed by the parameters of their collective bargaining agreements (CBA's).

Collective Bargaining Units
<b>Teachers' Guild</b>
Teachers
Nurses
Librarians
Psychologists
Counselors
Technology Integrators
Speech & Language Pathologists
<b>ORAA - Oyster River Administrators Association</b>
Principals
Assistant Principals
Directors
Assistant Special Ed Directors
<b>ORESPA - Oyster River Educational Support Personnel Association</b>
Administrative Assistants to Principals/Counseling/Athletics
Secretaries
Custodians
<b>ORPaSS - Oyster River Paraeducators and Support Staff</b>
Paraeducators
Food Service
<b>ORBDA - Oyster River Bus Drivers' Association</b>
Bus Drivers

**Administrator's benefits vary depending on position.**

**SAU, Maintenance and Grounds, Asst. to Directors, Dispatcher and IT Staff Members**

With the exceptions of the Asst to Directors, these positions are year-round, 260 days per year. SAU, and Dispatchers work 37.5 hours per week, Maintenance and Grounds and IT staff members work 40 hours per week, Asst to Directors is part-time, variable hours.

**Medical:** 94% of an Access Blue New England medical plan, Rx 10/20/45 or equivalent: single, two-person or family as qualified. If hired before 7-1-13 and no medical taken, the opt-out dollars are paid at 30% of eligibility. If any insurance is taken, no opt-out dollars will be received.

**Dental:** District pays 100% of a Single, High dental plan. No buy back if none taken.

**Life Insurance:** 3x annual salary. District shall match a contribution of \$500 to a tax-sheltered annuity for each employee that contributes at least \$500 annually to said annuity.

**LTD:** District pays 100%.

**Sick Leave:** Years 1-5 (15 days). Years 5+ (20 days). At the time of separation, unused sick time will be paid out at \$50 per day for a maximum of 160 days, after 8 years of service in this capacity.

**Annual Leave:** Years 1-5 (10 days). Years 5-10 (15 days). 10+ years (20 days). No maximum accrual. At time of separation only one full year's accrual will be paid out.

**Personal Days:** Four (4) personal days per year. These days are non-cumulative.

**Holidays:** Labor Day (1), Thanksgiving (2), Christmas (2), New Year's (2), July 4th (1), Memorial Day (1), President's Day (1), Veteran's Day (1), MLK, Jr. Day (1), Floating Day (1).

**Bereavement Leave:** Three days of bereavement for death in the immediate family.

**Longevity:** 8-10 years \$400 per year (py), 11-13 years \$600 py, 14-16 years \$800 py, 17-19 years \$1,200 py, 20 years + \$1,400 py.

**Tutors, ESOL Tutors, Intervention Specialists, Title I Tutors, Learning Lab Tutors, Speech and Language Assistants & Tutors, Interpreters, and LPNs.**

These positions are scheduled for 186 paid days including: 178 school days; 3 in-District workshop days, if worked (2 at the beginning of the year and 1 during the year).

**Medical:** 95% the cost of a single Access Blue New England medical plan.

Opt-out dollars are \$3200 if hired before 7-1-09 and \$1000 if hired after 7-1-09.

**Life Insurance:** 10,000 life insurance.

**Personal Days:** Accrue 7 paid sick/personal days.

**Holidays:** 5 paid holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Indigenous People's/Columbus Day).

**Resident Substitutes** The District will contribute 95% of the cost of a single Access Blue New England medical plan and the cost for a 10k life insurance plan. The opt-out dollars for those hired before 7-1-2012 is \$3,200, those hired after 7-1-2012 the opt-out dollars are \$1,000. 9-1-16 they will begin receiving 7 paid sick days.

**School Nutrition Workers and Managers**

The District offers \$2,500 to those hired before 7-1-12, and \$1,000 to those hired after 7-1-12 a lump sum payment received in December if they do not enroll in a District medical plan. If they enroll in a District medical plan, the District will allocate \$2,500 toward the cost of the medical plan.

**LPNs** Are paid according to experience. A single medical plan is offered.

**Crossing Guards.** No benefits offered for these part-time positions.

## **BENEFITS**

### **District Holidays**

The District office will be closed for the following holidays:

- Labor Day
- Veteran's Day
- Thanksgiving & Day after (2 Days)
- Christmas (2 days)
- New Year's (2 days)
- Civil Rights Day
- President's Day
- Memorial Day
- July 4<sup>th</sup>

The SAU office will not close if school is in session on one of these days. If it happens that school is in session, an alternate day will be taken; usually the same day the next week when school is not in session. Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

### **Vacation**

Most year-round employees will be eligible for vacation time. The District will provide notice to those employees of their eligibility for vacation time via their CBAs or their intent to employ. Vacation time is to be pre-approved at the discretion of the supervisor. For school year employees, vacation should be taken during times when school is not in session. Prior to requesting vacation, the employee must be sure that he/she has enough accrued leave available to cover the dates requested.

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee's current hourly rate at termination. In most cases the amount of time paid out is limited to annual accrual. This information will be included in CBAs or intents to employ. No more than one year's accrual can be carried forward into the next year. Any vacation time in excess of one year's accrual will be lost on June 30<sup>th</sup>, when time is rolled into the new year. It is the responsibility of the employee to monitor their own vacation balance.

### **Sick Leave**

Employees who receive sick leave, will be notified of this benefit via their CBA or their intent to employ. Sick leave may be used for an employee's personal illness and medical and dental appointments. Sick leave may also be used for illness of an employee's immediate family. Some CBAs limit the number of sick days the employee can use for sick family members each year.

Employees are required to notify their supervisor of their absence both at the onset of the absence and daily if the absence spans multiple days. For absences that extend longer than three days, a doctor's note may be required for the individual to return to work.

All employees are required to enter their sick time taken into the Requested Time Off section of the ESS system. Hourly employees also need to record sick time taken in the Time Entry section of ESS.

If sick leave is exhausted, vacation hours may be used. Once vacation time has been exhausted, personal time may be used. Unless otherwise noted in their CBA or on the intent to employ, employees are not paid for accrued unused sick time when their employment ends.

The District requires that employees exhaust all sick, vacation or eligible paid leave if the employee takes leave under the Family Medical Leave Act. If an employee is utilizing FMLA for maternity or paternity leave, paid sick time can only be used during the recovery period of the mother, the remainder of the leave will be unpaid.

## **Personal Leave**

Employees eligible to receive personal leave will be provided notice via their CBA or on their intent to employ. Employees will make every effort to accomplish personal business outside of their scheduled workday. Personal leave is to be taken, when necessary, to tend to personal business that can only be conducted during the workday.

All employees are required to enter their personal time utilized into the Requested Time Off section of the ESS system. Hourly employees are also required to record personal time taken in the Time Entry section of ESS.

Unless otherwise noted in the CBA, employees are not paid for accrued unused personal leave when their employment ends.

## **Bereavement Leave**

An employee who needs to take time off due to the death of an immediate family member should notify his or her supervisor. All employees, professional staff included, are required to enter their bereavement time taken into the ESS system. Hourly employees also need to record personal time taken in the Time Entry section of ESS.

Please note: Not all employees are entitled to bereavement leave. Bereavement leave is granted in accordance with the CBA in which the employee is covered. If a non-union employee, the benefit will be outlined on the individual's intent to employ.

## **Jury Duty**

Upon receipt of notification from the State or Federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide the Human Resource Coordinator with a copy of the summons. A copy of the jury duty procedure will be electronically sent to the employee and the supervisor. The District will pay regular full-time and regular part-time employees for time off for jury duty.

## **Voting Time**

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the workday to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

## **Election Leave**

Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records.

## **Medical and Dental Insurance**

The District currently offers to, full-time employees regularly scheduled to work a minimum of 30 hours per week, enrollment in medical and/or dental insurance coverage. The coverage will begin the first day of the month after employment begins. Employees working more than 14 hours per week, and less than 30 hours per week, are eligible to receive a pro-rated benefit package if benefits are offered for their position.

Employees have up to 30 days from their date of hire to make medical and dental plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in

the plan document, allow employees to make mid-year changes in coverage if they experience a “qualifying event”. Please contact Human Resources within 30-days of the event to determine if a family status change institutes a “qualifying event” under the Plan document and IRS regulations.

In May, prior to the end of the school year, open enrollment will occur. During open enrollment employees may change medical, dental, or life insurance plans and FSA’s contributions for the following calendar year.

The Human Resource Coordinator is available to answer benefits plan questions and assist in completion of required materials.

## **Domestic Partners**

Domestic partners are persons who:

- Are at least 18 years of age.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the State of New Hampshire.
- Share permanent residence for at least 12-months with the employee.

Domestic partner coverage under District benefits is available. Any employee who wishes to enroll a domestic partner in a District sponsored medical or dental plan must contact Human Resources to obtain the required paperwork. Domestic partners and their enrolled dependents receive the same benefits as spouses and their enrolled dependents, including group continuation health coverage through COBRA and/or individual conversion.

The District employee may terminate domestic partnership coverage by notifying Human Resources within 30-days of the termination of the domestic partnership.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee’s domestic partner (and to the domestic partner’s eligible children, if any) is considered part of the employee’s taxable income, unless the employee’s domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. Questions regarding this policy should be directed to the Payroll department.

## **Flexible Spending Account (FSA)**

As part of the Flexible Benefits Plan, the District currently offers employee-funded flexible spending accounts to its employees. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care and dental insurance expenses, as well as dependent care expenses.

The District has opted for the Grace Period, which extends the time for expenses to be incurred from June 30 to September 15.

Participants must realize that if eligible expenses are less than the elected annual amount of flex dollars for that year, the balance will be forfeited.

## **Group Life Insurance**

The District offers regular full-time employees an employer-paid basic group term life policy along with an accidental death and dismemberment policy. The coverage differs depending on the position; some will receive a flat \$10,000 policy, while others will receive 2x or 3x their annual salary; some positions allow the employee to purchase 1x their annual salary making their coverage equal to 3x their annual salary.

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

Oyster River Cooperative School District offers employees Long-Term Disability. For some positions the District pays the cost of the LTD plan as a part of the benefits package, for some it is an option for the employees to purchase. The LTD plan will pay two-thirds (2/3) of the employee's salary for approved claims, after a 90-day waiting period. Please contact Human Resources for more information.

## **New Hampshire Retirement System (NHRS)**

Employees working 35 or more hours per week are required to participate in the New Hampshire Retirement System. Participants are required to pay 7% of their income to NHRS (pre-tax dollars), the District will pay 11% into NHRS. For additional information regarding the NHRS program, contact Human Resources. Employees that are receiving or begin receiving a NHRS pension while employed in the District must notify payroll immediately.

## **403(b), 457 and Roth 403(b) Plans**

The District offers a 403b annuity option for those employees, 18 and older, who wish to participate. The 403b plan is a voluntary retirement plan in which the employee sets aside money on a pre-tax basis through salary reduction. For some positions, the District will match funds contributed to the plan up to a designated dollar amount. There are two other voluntary retirement plan options as well, the 457, where money is contributed on a pre-tax basis through salary reduction and the Roth 403(b), where contributions are paid on an after-tax basis. The District does not contribute to either the Roth 403(b) or the 457 plans.

Further details about any of these plans may be obtained from the Payroll department.

## **Workers' Compensation Benefits**

Employees who sustain work-related injuries must notify their supervisor immediately and are required to complete an Injury Report within 24 hours of the incident. The injury must be signed by the employee's supervisor and forwarded to the Human Resources Coordinator within 24 hours of the incident. Failure to do so may result in the loss of eligibility for injury support. The District will be subject to Department of Labor fines for untimely submissions.

## **Employee Assistance Program (EAP)**

LifeResources Member Assistance Program is the employee assistance program that provides access for support in dealing with life's challenges. This no-cost, confidential program offers legal assistance, retirement/college planning, tax advice, debt counseling, etc. This program is available to all Oyster River Cooperative School District employees and those residing with them, whether related or not. The toll-free number to LifeResources is 800-759-8122. For more information, please contact Human Resources.

## **UNH Tuition Waiver Program**

The University of New Hampshire offers an annual allotment for eligible employees of Oyster River to take courses tuition free. For a copy of the UNH Tuition Waiver Guidelines and forms, please contact the Superintendent's Assistant, Wendy DiFruscio at ext 2002. Distribution of funds is limited to the annual allotment received. If the allotment has been fully utilized, no additional courses will be approved for the remainder of the school year.



## **Performance Evaluations**

Performance evaluations are conducted on an annual basis, unless otherwise noted in specific collective bargaining agreements. The performance evaluation will be discussed by the employee and supervisor, it will be signed by both ensuring that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

## **Track Changes for Guild Members**

Please review the following information if you are anticipating a change in your salary track. You will need 450 clock hours or 30 graduate credits to move to BA+30 or MA+30. Each credit of university course work equals 15 clock hours. An earned degree is required to move to MA or 2MA/CAGS/PhD tracks. Mid-year track changes will be pro-rated for the remainder of the year. The District notification procedure is as follows:

1. Notify the Superintendent, in writing, of anticipated track change by November 30<sup>th</sup> of the year prior to the change. For example, notification received by November 30, 2019, would be an indication that you anticipate a track change in the 2020-2021 school year.
2. When the required hours have been met, notify the HR Coordinator in writing. Once your hours have been verified, the track change will be processed. When a track change is due to coursework or an awarded degree, a copy of the "official" transcripts indicating the degree must be received by the HR Coordinator prior to processing the track change. The track change will be dated the day the official transcripts are received by the SAU office.

## **Employee Personnel Files**

Employee files are maintained by Human Resources and are considered confidential. Managers and supervisors may only have access to personnel file information on an as needed basis. A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws. Maintenance and upkeep of the Personnel files are the sole responsibility of the SAU office. Employees may review their personnel file at any time by contacting Human Resources and scheduling an appointment.

## **Background Investigation and Criminal Records Check** (as per policy GBCD which is summarized below)

Prior to employment, a background check will be conducted on all employees. The background check will include three documented verbal reference checks, fingerprinting and criminal reference check. The HR Coordinator shall keep a written record of all background investigations which have been completed.

The District will pay the fee for the criminal records clearances for all employees, coaches and volunteers. Substitute teachers will be responsible for paying the fee; however, they will be reimbursed after (5) five days of substituting in the District. A 5-day tracker must be completed and forwarded to the payroll department for reimbursement. This form can be obtained from the Human Resources Coordinator.

Volunteers may be subject to a State and FBI Criminal Records Check if at any time they may be alone with students.

### **Employment Application Information**

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

### **Family Educational Rights and Privacy (FERPA)**

Oyster River Cooperative School District recognizes the rights of parents regarding legal access to their child's education records and the District's responsibility to keep the content of those records strictly confidential. As an employee of Oyster River Cooperative School District, it is your responsibility to keep any and all information that you know about any student confidential.

The Family Educational Rights and Privacy Act (FERPA) gives parents certain rights with respect to their children's education records. Within certain parameters, parents may have the right to inspect records, amend records, and disclose records to a third party and/or to file a complaint with the U.S. Department of Education. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

### **Blood Borne Pathogens**

The District acknowledges the risk of infection from blood borne pathogens that employees may incur when they handle or participate in procedures that involve blood, other body fluids or other potentially infectious materials. Blood borne pathogens may be present in blood and other forms of bodily secretions and may enter your body in a variety of ways: open cuts, nicks, skin abrasions, dermatitis, acne and mucous membranes. You could also become infected by accidentally injuring yourself with a sharp object that is contaminated such as broken glass, knives, needles, or even things such as orthodontic wires.

If you need to assist another person with first aid, please remember that a barrier between you and the other person's blood or bodily fluid is essential! If you need latex gloves or have further questions regarding blood borne pathogens, please contact your school nurse.

### **Lactation/Breastfeeding**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Oyster River Cooperative School District will designate a room as noted for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including

improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Principal's Secretary. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

### **Family Medical Leave Act (FMLA)**

The FMLA became effective on August 5, 1993, for most employers and entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. Amendments to the FMLA by the National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, expanded the FMLA to allow eligible employees to take up to 12 weeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The NDAA also amended the FMLA to allow eligible employees to take up to 26 weeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

#### **To be eligible for FMLA benefits, an employee must:**

- Work for a covered employer.
- Have worked for the employer for a total of 12 months
- Have worked at least 1,250 hours over the previous 12 months.
- Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

### **Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Oyster River Cooperative School District to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our District policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Oyster River Cooperative School District. Contact the Human Resource department with any questions or requests for accommodation. The Oyster River Cooperative School District will maintain all medical information in a confidential manner in accordance with the ADA.

Theresa Proia is the ADA Coordinator for the District.

### **Violence in the Workplace**

All employees, students, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens intimidates or coerces another employee, student, vendor, or business associate will not be tolerated. Oyster River Cooperative School District's resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. Oyster River Cooperative School District treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to the Principal, Human Resources, District Administrator or Superintendent. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform Human Resources of any protective or restraining order that they have obtained that lists the workplace as a protected area. Oyster River Cooperative School District is committed to supporting victims of violence by providing referrals to Oyster River Cooperative School District's employee assistance program (EAP) and community resources.

Oyster River Cooperative School District will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Oyster River Cooperative School District will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Oyster River Cooperative School District may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Oyster River Cooperative School District encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. Oyster River Cooperative School District will not discipline employees for raising such concerns.

### **Military Leave of Absence**

Oyster River Cooperative School District is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the District's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or District policy. If any employee believes that he or she has been subjected to discrimination in violation of District policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave.

### **Joint Loss Management Committee (JLMC)**

Pursuant to RSA 281-A:64, every employer of 5 or more employees shall establish and administer a Joint Loss Management Committee (JLMC) composed of equal numbers of employer and employee representatives. The JLMC shall meet regularly to develop and carry out workplace safety programs, alternative work programs that allow and encourage injured employees to return to work, and programs for continuing education of employer and employees about workplace safety. Employees interested in participating in the committee should contact the Business Administrator, Susan Caswell, at ext. 2003.

# SAFETY

## Statement of Safety Policy

The Oyster River Cooperative School District values the health, welfare, and safety of every employee and intends to provide a safe and healthful workplace. Accidents cause untold suffering and financial loss to our employees and their families. The District's Joint Loss Management Committee (JLMC) is responsible for maintaining a safe and healthy place to work and learn.

In pledging its full support of the safety process, the District recognizes certain obligations:

1. That prevention of accidents and protection of all resources are guiding principles.
2. That all operational decisions affecting safety must receive the same consideration as those affecting the educational process.
3. That safe working conditions and methods are of prime importance and take precedence over shortcuts and "quick fixes."
4. That the District will comply with all safety laws and regulations.
5. That feedback will be welcomed from all employees.
6. That all employees will follow all safety rules, take no unnecessary chances, use all safety guards and equipment, and make safety an integral part of their daily routines.

As an employee of the Oyster River Cooperative School District, you have a responsibility to yourself, your family, your co-workers, and the community to understand and follow our safety process. We must be alert in detecting and taking steps to remedy potentially hazardous conditions. Above all, we must exercise concern for others to help ensure everyone's safety, well-being, and productivity.

### Safety Check List from Joint Loss Management Committee (JLMC)

The Safety Committee met with officials from our local fire department. The Fire Department helped us with a safety check list for our school environments and facilities. These are things that your local fire inspectors look for during their inspections of our schools.

This is intended to be a working list that we will add to as issues arise during our building inspections. Please look at this and work with your building principal if you have any questions.

1. 18 inches of clearance is needed for all sprinkler heads in all directions.
2. No hot plates or toaster ovens.
3. No thin extension cords or ungrounded cords to be used at any time.
4. Approved extension cords that are used daily must be unplugged by a staff member before leaving each night, not the custodial staff.
5. Multi-plug power strips must have a ground fault protection built into them and must be UL approved.
6. Do not plug a multi-plug power strip or extension cord into another multi-plug power strip or extension cord.
7. No small appliances. If needed, a request must be given to the building principal or supervisor for approval. This includes fans, coffee pots, heaters, etc.....
8. No appliances that run continuously.
9. A maximum of 45% of the wall space can be covered by paper or other flammable materials; this includes walls that have white boards and/or cork boards. This rule also includes the wall space in the hallways.
10. Please do not hang things from the ceiling. Things hanging from the ceiling have caused false alarms with the motion detectors. This has been a problem mostly at night when the buildings are supposed to be vacant.
11. Doors must have a minimum of 36 inches of clearance when opened.
12. All exits must have a clear path to them 36 inches wide.
13. Fire pull stations and fire extinguishers must have a clear path to them
14. No halogen lights.
15. Rugs should have no fringe.
16. Rugs Treated with Fire Retardant.
17. Curtains/fabric in room has to be treated with fire retardant.
18. No windows can be blocked with paper or signs. (interior and exterior)
19. Turn off Projectors when not in use.
20. No unapproved chemicals/cleaners in the classroom.
21. Do not overload any shelving units. Where appropriate please have them secured to the wall.

## **Performance Improvement Plan (PIP)**

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform their duties to the best of their ability and to the standards as set forth in their job description or as otherwise established.

Oyster River Cooperative School District supports the use of Performance Improvement Plan to address issues such as poor work performance or misconduct. Our Performance progressive discipline procedure is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Oyster River Cooperative School District reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on our District.

Oyster River Cooperative School District also reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge. This policy is subject to the terms of any applicable bargaining agreement.

## **Separation of Employment**

### **Return of District Property**

The separating employee must return all Oyster River Cooperative School District property at the time of separation, including uniforms, laptops, phones, keys, and security badges. The employee will be asked to complete an Employee Survey and the supervisor will be asked to complete the Exit Checklist.

If the employee is eligible to receive payment for accrued-unused vacation or sick leave, it will be paid in the employee's last paycheck.

Health insurance terminates the last day of the month of that the employment ended. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

### **Re-hire**

Former employees who left Oyster River Cooperative School District in good standing and were classified as eligible for re-hire may be considered for reemployment. An application must be submitted to the Human Resource department, and the applicant must meet all minimum qualifications and requirements for the position.

Supervisors must obtain approval from the SAU office prior to re-hiring a former employee. Re-hired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits, unless otherwise stated in the CBA.

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for re-hire.

# Appendices I - VIII

## DISTRICT POLICIES and/or PROCEDURES

**Mandatory policies and procedures that new employees are required to review are listed on the following pages. We have also listed condensed versions of some of our other policies related to staff members throughout this handbook; full versions of these policies can be found on our website under the School Board tab.**

- Appendix I: Policy **GBA - Equal Opportunity Employment**
- Appendix II: Policy **GBEA - Staff Ethics/Employee Conflict**
- Appendix III: Policy **ADB – Drug-Free Workplace/Schools**
- Appendix IV: Policy **ADC – Use of Tobacco Products**
- Appendix V: Policy **ACAB – Sexual Harassment Employee/Staff**
- Appendix VI: Policy **JICK – Bullying/Cyberbullying**
- Appendix VII: Policy **GBEF - School District Internet Access for Staff**
- Appendix VIII: Policy **GBEF-R – School District Internet Access for Staff**

OYSTER RIVER COOPERATIVE SCHOOL BOARD	Policy Code: GBA
Reviewed/Revised School Board First Read: 2/6/12 School Board Second Read/Adoption: March 13, 2013 Policy Committee: September 10, 2020 Reviewed No Change	Page 1 of 1 Category: Recommended

## EQUAL OPPORTUNITY EMPLOYMENT

The Oyster River Cooperative School District will recruit and consider candidates without regard to gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, or disability. When there are opportunities for promotions and qualifications are equal, consideration will be given first to employees.

The District will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established as necessary for the performance of the job without regard to gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, or disability, except for reasons related to ability to perform the requirements of the job.

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

This policy of non-discrimination is applicable to all persons employed or served by the district. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, Title VI or VII of the Civil Rights act of 1964, Title IX of the Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.

**Legal Reference:**

RSA 354-A:7, Unlawful Discrimination Practices



OYSTER RIVER COOPERATIVE SCHOOL BOARD	Policy Code: GBEA
Date of Adoption: September 1971 Consolidate 2/Code and Title Change-Adopted School Board: May 2, 2012 Previously: GBC	Page 1 of 4

*STAFF ETHICS/EMPLOYEE CONFLICT OF INTEREST*

The Board of Education expects each teacher to conduct him/herself at all times that minimal criticism can be made of him/herself and his/her profession.

Relations to Pupils and Parents

Each teacher should:

1. Regard confidential information concerning pupils as such.
2. Deal justly and impartially with all pupils.
3. Encourage high moral and intellectual standards.
4. Consider the limitations of each pupil and not degrade his/her efforts.
5. Establish friendly cooperation between home and school.

Relations to Colleagues

Each teacher should:

1. Respect the subject matter and work of colleagues.
2. Avoid malicious criticism of fellow workers.
3. Avoid unfavorable criticism unless directed to the proper authority in the best interests of the school.
4. Willingly accept his/her full share of responsibility in the execution of the entire school program.
5. Assist in the development of the execution of new elements in the program.
6. Continue his/her growth in professional development.

Relations to School and Community

Each teacher should:

1. Endeavor to understand problems peculiar to the community in which you teach.
2. Assume pride in achievements of the school.
3. Retain his/her rights to personal, social, political, or religious beliefs in serving the community.

In addition to the board's endorsement of the NEA Code of Ethics is the following:

Code of Ethics of the Education Profession

Adopted by the NEA Representative Assembly, July 1968

The educator believes in the worth and dignity of man. S/he recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. S/he regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

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*STAFF ETHICS/EMPLOYEE CONFLICT OF INTEREST (continued)*

The educator recognizes the magnitude of the responsibility s/he has accepted in choosing a career in education and engages him/herself, individually and collectively, with other educators to judge his/her colleagues and to be judged by them, in accordance with the visions of this code.

Preamble

Principle I -- Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligations to the student, the educator --

1. Shall not without just cause restrain the student from independent action in his/her pursuit of learning and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which s/he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that s/he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him/her benefits under any program nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes unless no other qualified teacher is reasonably available.

Principle II -- Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. S/he shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for aid and interpreting educational pro-grams and policies to the public.

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*STAFF ETHICS/EMPLOYEE CONFLICT OF INTEREST: (continued)*

In fulfilling his/her obligation to the public, the educator --

1. Shall not misrepresent an institution or organization with which s/he is affiliated and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise or political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment nor offer any favor, service, or thing of value to obtain special advantage.

Principle III -- Commitment of the Profession

The educator believes that quality of services of the education profession directly influences the nation and its citizens. S/he, therefore, exerts every effort to raise professional standards to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united efforts, s/he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his/her obligations to the profession, the educator --

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide, upon the request of the aggrieved party, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

Principle IV -- Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. S/he believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

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*STAFF ETHICS/EMPLOYEE CONFLICT OF INTEREST: (continued)*

In fulfilling his/her obligation to professional employment practices, the educator --

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his/her professional position.
10. Shall use time granted for the purpose for which it is intended.

**EMPLOYEE CONFLICT OF INTEREST**

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

1. Employees will not participate for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to pupils or their parents.
2. Employees who have patented or copyrighted any device, publication, or other item will not receive royalties for use of such item in the district schools.
3. School employees will not solicit or sell for personal gain any educational materials or equipment in the attendance areas served by the school to which they are assigned. Nor will any employees made available lists of names of students or parents to anyone for sale purposes.
4. The district will not purchase supplies or materials from a staff member of the school district, nor from a member of the household of the staff member.
5. To avoid nepotism in the supervision of personnel, the board directs that no employee be assigned in any position where the employee would be directly responsible to a relative.

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## **DRUG-FREE WORKPLACE/DRUG-FREE SCHOOLS**

### **A. Drug-Free Workplace**

1. All Oyster River Cooperative School District workplaces are drug- and alcohol-free. All employees and contracted personnel are prohibited from:
  - a. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of any controlled substance or drug while on or in the workplace, including employees possessing a "medical marijuana" card.
  - b. Distributing, consuming, using, possessing, or being under the influence of alcohol while on or in the workplace.
2. For purposes of this policy, a "controlled substance or drug" means and includes any controlled substance or drug defined in the Controlled Substances Act, 21 U.S.C. § 812(c), or New Hampshire Controlled Drug Act RSA 318-B.
3. For purposes of this policy, "workplace" shall mean the site for the performance of work and will include at a minimum any District building or grounds owned or operated by the District, any school-owned vehicle, and any other school-approved vehicle used to transport students to and from school or school activities. It shall also include off-school property during any school-sponsored or school-approved activity, event or function such as a field trip or athletic event where students are under the jurisdiction, care or control of the District.
4. As a condition of employment, each employee and all contracted personnel will:
  - a. Abide by the terms of this policy respecting a drug- and alcohol-free workplace, including any administrative rules, regulations or procedures implementing this policy; and
  - b. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a violation occurring on District premises or while performing work for the District, no later than five (5) days after such conviction.
5. In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:
  - a. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
  - b. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;
  - c. Establish a drug-free awareness program to educate employees about the dangers of drug abuse and drug use in the work place, the specifics of this policy, including, the consequences for violating the policy, and any information about available drug and alcohol counseling, rehabilitation, reentry, or other employee-assistance programs.
  - d. Available drug and alcohol counseling, rehabilitation, and employee assistance and/or re-entry programs.

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

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

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

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

**C. Drug-Free School Zone**

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

**D. Implementation and Review**

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

Cross Reference: EEAEA – Mandatory Drug and Alcohol Testing – School Bus Drivers

- GUILD Contract
- ORBDA Contract
- ORPaSS Contract
- ORESPA Contract
- ORAA Contract

Legal References:

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

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Review/First Read School Board: December 5, 2012 Second Read/Adoption: December 19, 2012 Policy Committee Review: April 13, 2016 School Board First Read: April 20, 2016 School Board Second Read/Adoption: May 4, 2016 Policy Committee Review: December 13, 2017/Jan 10, 2018 School Board First Read: December 20, 2017 School Board Second Read/Adoption: January 17, 2018	Page 1 of 1

**USE OF TOBACCO PRODUCTS STRICTLY PROHIBITED  
IN/ON ALL SCHOOL FACILITIES AND/OR GROUNDS**

No person shall use any tobacco product in any facility maintained by the Oyster River Cooperative School District, nor on any of the grounds of the District.

"Tobacco products" means cigarettes, cigars, snuff, smokeless tobacco, smokeless cigarettes, vaping products, e-cigarettes, liquid nicotine products containing tobacco, and tobacco in any other form.

"Facility" is any place which is supported by public funds and which is used for the instruction of students enrolled in preschool programs and in all grades maintained by the District. This definition shall include all administrative buildings and offices and areas within facilities supportive of instruction and subject to educational administration, including, but not limited to, lounge areas, passageways, rest rooms, laboratories, classrooms, study areas, cafeterias, gymnasiums, maintenance rooms, libraries, and storage areas.

Signs shall be placed by the District in all buildings, facilities and school vehicles stating that the use of tobacco products is prohibited.

It is the responsibility of the building principal(s), or designee, to initially enforce this policy by requesting that any person who is violating this policy to immediately cease the use of tobacco products. After this request is made, if any person refuses to refrain from using tobacco products in violation of this policy, the principal or designee may call the local police who shall then be responsible for all enforcement proceedings and applicable fines and penalties.

**Cross Reference:**

- JICH – Student Tobacco, Alcohol and Drug Use
- JICH-R – Student Tobacco, Alcohol and Drug Use - Procedure

**Legal References:**

- RSA 155:64 – 77, Indoor Smoking Act
- RSA 126 – K:6, Possession and Use of Tobacco Products by Minors
- RSA 126 K:7, Use of Tobacco Products on Public Educational Grounds Prohibited

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Reviewed/Revised School Board First Read: 2/6/13 School Board Second Read/Adoption: March 13, 2013 School Board First Read: April 20, 2016 School Board Second Read/Adoption: May 4, 2016 Policy Committee Review: July 9 & July 23 School Board First Read: August 19, 2020 School Board Second Read/Adoption: September 2, 2020	Page 1 of 2 Category: Required

## **HARASSMENT AND SEXUAL HARASSMENT OF SCHOOL EMPLOYEES**

Harassment of Oyster River school employees because of race, creed, color, sex, sexual orientation, gender identity, religion, ancestry or national origin, age, marital status, familial status, genetic information or disability is prohibited. Such conduct is a violation of Board policy and may constitute illegal discrimination under state and federal laws.

Any employee who engages in harassment or sexual harassment shall be subject to disciplinary action, up to and including discharge.

### **A. Harassment**

Harassment includes, but is not limited to, verbal abuse, threats, physical assault and/or battery based on race, color, sex, sexual orientation, gender identity, religion, ancestry or national origin, age, genetic information or disability.

### **B. Sexual Harassment**

Sexual harassment is addressed under federal and state laws and regulations. The scope and definitions of sexual harassment under these laws differ, as described below.

#### **1. Title IX Sexual Harassment**

Under the federal Title IX regulations, sexual harassment includes the following conduct on the basis of sex which takes place within the context of the school unit's education programs and activities:

- a. "Quid pro quo" sexual harassment by a school employee: Conditioning a school aid, benefit or service (such as a promotion or favorable evaluation) on an individual's participation in unwelcome sexual conduct;
- b. "Hostile environment" sexual harassment: Unwelcome conduct based on sex that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies an individual's equal access to the school unit's education programs and activities; or
- c. Sexual assault, dating violence, domestic violence and stalking as these terms are defined in federal laws.

#### **2. Sexual Harassment Under Title VII and New Hampshire Law**

Under another federal law, Title VII, and under New Hampshire law/regulations, sexual harassment is defined differently. New Hampshire State law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal, or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; 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.



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### C. Reports and Complaints of Harassment or Sexual Harassment

Any employee who believes they have been harassed or sexually harassed is encouraged to make a report to the Human Rights Officer/Title IX Coordinator. The Human Rights Officer/Title IX Coordinator is also available to answer questions and provide assistance to any individual who is unsure whether harassment or sexual harassment has occurred.

All reports and complaints regarding harassment or sexual harassment of employees shall be addressed through the Employee & Third-Party Unlawful Discrimination/ Harassment and Title IX Sexual Harassment Complaint Procedures (ACAB-R/GBAA-R).

Legal References: Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); 34 C.F.R. Part 106  
 Clery Act (20 U.S.C. §1092(f)(6)(A)(v) - definition of sexual assault)  
 Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v) – definition of sexual assault;  
 34 U.S.C. § 12291(a)(10) – dating violence; 34 U.S.C. §12291(a)(3) – definition of stalking;  
 34 U.S.C. §12291(a)(8) – definition of domestic violence)  
 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d)  
 Americans with Disabilities Act (42 U.S.C § 12101 et seq.), as amended  
 Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq.), as amended  
 Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et. seq.; 29 C.F.R. § 1604.11)  
 Age Discrimination in Employment Act (29 U.S.C. § 623 et seq.)  
 Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. § 2000ff et seq.)  
 RSA 354-A:7  
 NH Code Admin. R. Ed. 303.01(i) and (j)

Cross Reference: ACAB-R/GBAA-R - Employee & Third-Party Discrimination/ Harassment and Title IX Sexual Harassment Complaint Procedure  
 AC - Nondiscrimination/Equal Opportunity and Affirmative Action  
 ACAD - Hazing

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BULLYING AND CYBERBULLYING  
PUPIL SAFETY AND VIOLENCE PREVENTION

I. GENERAL STATEMENT OF POLICY

It is the policy of the Oyster River Cooperative School District that its students have an educational setting that is safe, secure, peaceful, and free from student harassment, also known as bullying or cyberbullying. The School District will not tolerate unlawful harassment of any type and conduct that constitutes bullying or cyberbullying as defined herein is prohibited. Retaliation or false accusations against a victim, witness, or anyone else who in good faith provides information about an act of bullying or cyberbullying is prohibited. All students are protected regardless of their status under the law. Any person violating this Policy may be subject to disciplinary action up to and including expulsion. Each building Principal is responsible for the implementation of this Policy.

II. BULLYING AND CYBERBULLYING DEFINED

1. "Bullying" is a single significant incident or a pattern of incidents involving a written, verbal, or electronic communication, or a physical act or gesture, or any combination thereof, directed at another student which:

(a) physically harms a student or damages the student's property;

(b) causes emotional distress to a student. For the purposes of this policy, the term "emotional distress" means distress that impairs the student's participation in academic or other school-sponsored activities. The term "emotional distress" does not include the unpleasantness or discomfort that accompanies an unpopular viewpoint;

(c) interferes with a student's educational opportunities;

(d) creates a hostile educational environment; or

(e) substantially disrupts the orderly operation of the school.

"Bullying" includes actions motivated by an imbalance of power based on a student's actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the student's association with another person and based on the other person's characteristics, behaviors, or beliefs.

2. "Cyberbullying" is any conduct defined in paragraph 1 of this Section undertaken through the use of electronic devices which include, but are not limited to, telephones, cellular phones, computers, pagers, electronic mail, instant messaging, text messaging, and websites. Cyberbullying includes, but is not limited to, the following actions: harassing, teasing, intimidation, threatening, stalking or terrorizing another person by sending or posting inappropriate and hurtful e-mail messages, instant messages, text messages, digital pictures or images, or web site postings, including blogs or other use of technology.

3. Bullying or cyberbullying occurs when an action or communication defined in paragraphs 1 or 2 of this Section:

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- (a) occurs on, or is delivered to, school property or a school-sponsored activity or event on or off school property; or
- (b) occurs off of school property or outside of a school-sponsored activity or event, if the conduct interferes with a student’s educational opportunities or substantially disrupts the orderly operations of the school or school sponsored activity or event.
- 4. “Parent” means parent, parents, or legal guardians.
- 5. “Perpetrator” is a student who engages in bullying or cyberbullying.
- 6. “School property” is all real property and all physical plant and equipment used for school purposes, including public or private school buses or vans.
- 7. “Victim” is a student against whom bullying or cyberbullying has been perpetrated.
- 8. Bullying in violation of this Policy need not rise to the level of unlawful harassment under Title IX of the Education Acts of 1972, the Americans With Disabilities Act, Title VI, or the Rehabilitation Act of 1974.

**III. REPORTING PROCEDURE**

1. Any student who believes he/she has been a victim of bullying or cyberbullying shall report the alleged act to the building Principal. If a student is more comfortable reporting the alleged act to a person other than the building Principal, the student may contact any School District employee. The School District will respect the confidentiality of the victim and the perpetrator(s) as much as possible, consistent with the School District’s legal obligations and the necessity to investigate allegations of alleged bullying and cyberbullying and to take appropriate remedial disciplinary action when such conduct has been substantiated. However, no disciplinary action can be taken against a perpetrator solely on the basis of a confidential report.

2. Any school employee, volunteer, or employee of a company under contract with the school or School District, who has witnessed or has reliable information that a student has been subjected to bullying or cyberbullying shall report the incident to the student’s Principal. “Reliable information” shall include a parent’s or student’s claim that a student is the victim of bullying or cyberbullying.

3. All reports must be documented on the School District’s Bullying/Cyberbullying Reporting Form. The victim or reporter shall provide copies of documents relating to the bullying or cyberbullying and/or save those documents so that the documents can be provided to the investigator. If a victim or reporter is either unwilling or unable to complete the School District’s Bullying/Cyberbullying Reporting Form, the school employee who receives the oral report will promptly fill out the School District’s Bullying/Cyberbullying Reporting Form, using, to the extent practicable, the reporter’s or victim’s own words to describe the alleged bullying or cyberbullying.

4. Upon receipt of a report of bullying or cyberbullying, the Principal shall within twenty-four (24) hours forward a written report to the Superintendent of the incident and the Principal or his/her designee’s response to the initial report.

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5. The Principal shall by telephone and in writing by first-class mail, notify the parent of the victim and perpetrator within forty-eight (48) hours of receiving the School District's Bullying/Cyberbullying Reporting Form that a report of alleged bullying or cyberbullying was received and is being investigated in accordance with this Policy. The content of the notice shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

6. The Superintendent may, within the forty-eight (48) hour time period in paragraph 5 of this Section, grant the Principal a written waiver from the notification requirement if the Superintendent deems such waiver to be in the best interest of the victim or perpetrator. The waiver shall not negate the school's responsibilities to comply with the remainder of this Policy.

7. The Principal or his/her designee shall notify the Superintendent of all substantiated instances of bullying or cyberbullying. The Superintendent shall report to the School Board all substantiated instances of bullying and cyberbullying.

8. Within ten (10) school days of completion of the investigation, the Principal shall notify the parents of the victim and perpetrator of the school's remedial action. In accordance with FERPA, the School District may not disclose to the parents of victims the educational records of perpetrators which include but are not limited to the discipline and remedial action assigned to the perpetrators.

**IV. INVESTIGATION AND REMEDIAL ACTION**

1. The Principal or his/her designee shall begin an investigation of the alleged acts of bullying or cyberbullying within five (5) school days of receiving the School District's Bullying/Cyberbullying Reporting Form. The goal of an investigation is to obtain an accurate and complete account of all incidents and circumstances deemed relevant to the allegations, to determine whether bullying or cyberbullying occurred, and to identify the student(s) responsible for the acts. These procedures are intended to protect the rights of a victim and perpetrator.

- (a) The alleged perpetrator(s) will be provided the opportunity to be heard as part of the investigation.
- (b) Privacy rights of all parties shall be maintained in accordance with applicable laws.
- (c) The building principal/assistant principal shall keep a written record of the investigation process.
- (d) The building principal/assistant principal may take interim remedial measures to reduce the risk of further bullying/cyberbullying, retaliation and/or to provide assistance to the alleged victim while the investigation is pending.
- (e) The building principal/assistant principal shall consult with the Superintendent as appropriate concerning the investigation and any remedial measures or assistance provided.
- (f) Consistent with applicable law, students may not be required to disclose or provide to the District the student's user name, password or other authenticating information to a student's personal social media account. However, District investigators may request a student or a student's parent/guardian voluntarily share printed copies of specific information from a student's personal social media account if such information is relevant to an ongoing investigation.

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2. The Principal or his/her designee will complete the investigation within seven (7) school days after the Principal receives the School District's Bullying/Cyberbullying Reporting Form, except in cases where the Superintendent grants a written extension. The Superintendent, if necessary, may grant an extension of the time period for the completion of the investigation for up to an additional seven (7) school days. The Superintendent shall notify all parties in writing of the granting of an extension. The Principal or his/her designee will expedite the investigation of any claim involving physical violence or serious threats of harm.

3. To end bullying or cyberbullying and prevent its recurrence, the Principal or his/her designee will take such disciplinary action deemed necessary and appropriate, including but not limited to detention, in-house suspension, out-of-school suspension or referral to the Superintendent to consider long-term suspension or expulsion, and/or referral to law enforcement. Any discipline imposed will be in accordance with and consistent with the School Board's policies on student discipline.

4. Administrators have the discretion within the requirements of district policies on student discipline, to determine appropriate disciplinary consequences and/or interventions for violations of this policy based upon the relevant facts and circumstances in a particular case, including but not limited to the age and maturity of the students involved; the type and frequency of the behavior; a student's willingness to cooperate in the investigation and correct behavior; and the student's prior disciplinary record.

5. Besides initiating disciplinary action, the Principal or his/her designee may also take other remedial action deemed necessary and appropriate to end bullying or cyberbullying and prevent its recurrence including but not limited to requiring participation in peer mentoring, or other life skills groups; reassigning student's classes, lunch periods or transportation; and/or offering appropriate assistance to the victim or perpetrator.

6. At the time a bullying or cyberbullying report is made, the Principal or his/her designee in consultation with the Superintendent, shall develop a strategy to protect all students from any kind of retaliation.

7. The Principal or his/her designee must document his/her investigation results in a written report. The investigation report shall include documentation of the statements/interviews of the victim, perpetrator, and witnesses. Copies of any documents or other evidence (e.g., electronic communications) obtained during the investigation shall be attached to the report. The Principal or his/her designee's investigation report shall also include the Principal or his/her designee's findings of whether the report of bullying or cyberbullying was substantiated and the reasons why the report was or was not substantiated. If the report is substantiated, the Principal or his/her designee shall include in the investigation report recommendations for remediating the bullying or cyberbullying and shall, when appropriate, recommend a strategy to protect students from retaliation. If the report is not substantiated as bullying or cyberbullying but the conduct violates school rules or policies, the Principal or his/her designee shall specify the school rules or policies violated and make appropriate recommendations to address the violations.

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8. Since bullying or cyberbullying may begin again after several weeks or months have lapsed, the perpetrator in substantiated cases should be closely supervised. The victim should be encouraged to report any new problems to the Principal or his/her designee. The Principal or his/her designee should interview the victim regularly to make sure that there is no recurrence of bullying, cyberbullying, or retaliation. The Principal or his/her designee shall document all follow-up with the victim.

V. FILE RETENTION

The Principal will maintain in a separate confidential file the original completed School District's Bullying/Cyberbullying Reporting Form, investigatory interview notes and reports, findings made, the investigation report, including any decision for action, and other relevant investigatory materials, and maintain a copy of the file in the perpetrator's education record. The Principal shall also provide a copy of the file to the Superintendent.

VI. APPEAL

1. For non-disciplinary remedial actions where no other review procedures govern, the parents of the perpetrator and victim shall have the right to appeal the Principal or his/her designee's decision regarding their student to the Superintendent in writing within five (5) school days. The Superintendent shall review the Principal or his/her designee's decision and issue a written decision within ten (10) school days. If the aggrieved party is still not satisfied with the outcome, then the aggrieved party may file a written request for review by the School Board within ten (10) school days of the Superintendent's decision. The appeal shall state in writing why the appealing party is aggrieved, and the specific relief they are requesting.

2. The procedures in RSA 193:13, Ed 317, and the School District's discipline policies establish the due process and appeal rights for students disciplined for acts of bullying, cyberbullying, or retaliation.

VII. RETALIATION OR FALSE ACCUSATIONS

No person shall retaliate or make false accusations against a victim, witness, or anyone else who in good faith provides information about an act of bullying or cyberbullying. The School District will discipline any individual who retaliates or makes a false accusation or encourages others to retaliate or make a false accusation against a victim, witness, or anyone else who in good faith provides information, testifies, assists, or participates in an investigation, proceeding or hearing relating to an act of bullying or cyberbullying.

If a complaint or report is not made in good faith, the School District will take such disciplinary action deemed necessary and appropriate including but not limited to suspension, expulsion, or dismissal.

VIII. POLICY NOTIFICATION/DISSEMINATION

1. Copies of this Policy shall be given to all employees, students and parents annually by publishing in the applicable handbook. Whenever new School District employees or students begin during the school year, they shall receive a copy of the appropriate handbook before commencing work or school attendance. The Superintendent or his/her designee shall also make

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all volunteers, and contractors who have contact with students and chartered public schools aware of this Policy.

2. The School District will post this Policy and a summary of the Policy on the School District's website and conspicuously in each school building in areas easily accessible to students and staff.

#### IX. TRAINING OF STAFF AND EDUCATING PARENTS AND STUDENTS

1. The School Administration shall develop age-appropriate methods of discussing the meaning, substance, and application of this Policy with parents and students in order to minimize the occurrence of bullying and cyberbullying and to identify, respond to, and report incidents of bullying or cyberbullying. In support of this policy, the Board promotes preventative educational measures to promote greater awareness of aggressive behavior, including bullying.

2. The School Administration shall provide training annually for employees, school volunteers, and contractors who have contact with students for the purpose of preventing, identifying, responding to, reporting incidents of bullying or cyberbullying, and implementing this Policy.

#### X. RECORDINGS IN STUDENT DISCIPLINE MATTERS

1. Recordings on School Buses. Pursuant to RSA 570-A:2, notice is hereby given that the School Board authorizes audio recordings to be made in conjunction with video recordings of the interior of school buses while students are being transported to and from school or school activities. A sign informing the occupants of school buses that such recordings may occur shall be posted on all buses.

2. Use of Recordings. The District reserves the right to use audio/video on buses and video recording devices on District property to ensure the health, safety and welfare of all staff, students and visitors. Placement and location of such devices will be established in accordance with the provisions of Policy ECAF.

In the event a recording is used as part of a student discipline proceeding, such recording may become part of a student's education record. If a recording does become part of a student's educational record, the provisions of Policy JRA shall apply.

The Superintendent is authorized to contact the District's attorney for a full legal opinion in the event of such an occurrence.

#### XI. BULLYING AS ABUSE AND CRIMINAL CONDUCT

Under certain circumstances (e.g., physical harm/touching, or damage to property) bullying or cyberbullying may constitute a violation of the Safe School Zones Act or abuse under RSA 169-C, the Child Abuse Reporting Act. In such situations, employees, volunteers and contractors shall comply with provisions of the School District's Policy concerning the Safe School Zones Act and the law which in part requires reporting to the Principal and requires the Principal to file a written

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report with the police within 48 hours and to notify the victim's parents/guardian that a report has been filed.

XII. SEXUAL HARASSMENT

Bullying or cyberbullying may constitute sexual harassment in which case it shall be subject to and be handled in accordance with the School District's Sexual Harassment and Sexual Violence Policy, not this Policy.

XIII. ANNUAL REPORT

The Superintendent shall prepare and submit an annual report of substantiated bullying/cyberbullying incidents on the form provided by the New Hampshire Department of Education. Such reports shall not contain personally identifiable information regarding students.

XIV. IMMUNITY

A School Administrative Unit employee, School District employee, school volunteer, student, parent, legal guardian, or employee of a company under contract to the School District, School Administrative Unit, or chartered public school, shall be immune from civil liability for good faith conduct arising from or pertaining to the reporting, investigation, findings, recommended response, or implementation of a recommended response under RSA 193-F.

Cross Reference:

JRB: Confidential Student Information



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## SCHOOL DISTRICT INTERNET ACCESS FOR STAFF

Oyster River School District's computers, networks and Internet access are provided to support the educational mission of the schools and to enhance the curriculum and learning opportunities for students and school staff. This policy and the accompanying rules also apply to computers issued directly to staff, whether in use at school or off school premises.

District computers, network and Internet services are provided for purposes related to school programs and operations, and performance of job responsibilities. Incidental personal use of school computers is permitted as long as such use: 1) does not interfere with the employee's job responsibilities and performance; 2) does not interfere with system operations or other system users; and 3) does not violate this policy and the accompanying rules, or other Board policy, procedure or school rules. "Incidental personal use" is defined as use by an individual employee for occasional personal communications.

Compliance with the school district's policies and rules concerning computer use is mandatory. An employee who violates this policy and/or any rules governing use of the district's computers shall be subject to disciplinary action, up to and including termination. Illegal uses of the district's computers will also result in referral to law enforcement.

The Oyster River School District computers remain under the control, custody and supervision of the school district at all times. The district reserves the right to monitor all computers and Internet activity by employees. Employees have no expectation of privacy in their use of district computers.

Employees are allowed to use their personal computers at school with prior authorization, provided that they comply with this policy and the accompanying rules.

Employees shall be informed of this policy and the accompany rules through handbooks, the district's website, computer start-up page and/or other means selected by the Superintendent.

The Superintendent is responsible for implementing this policy and the accompanying rules. Additional administrative procedures or school rules governing day-to-day management and operations of the district's computer system may be implemented, consistent with Board policies and rules. The Superintendent may delegate specific responsibilities to the Network Administrator and others as he/she deems appropriate.

Legal Reference: RSA 194:3-d

**Note: This new policy is intended to replace IIB – Instruction Resources: Technology and IIBH – Access to Networked Information Resources**

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## SCHOOL DISTRICT INTERNET ACCESS FOR STAFF

Each employee is responsible for his/her actions and activities involving district computers, networks and Internet services, and for his/her computer files, passwords and accounts. These rules provide general guidance concerning the use of district computers and examples of prohibited uses. The rules do not attempt to describe every possible prohibited activity. Employees who have questions about whether a particular activity or use is prohibited are encouraged to contact a building administrator or the Network Administrator.

### *Consequences for Violation of Computer Use Policy and Rules*

Failure to comply with Board policy GCSA, these rules and/or other procedures or rules governing computer use may result in disciplinary action, up to and including termination. Illegal use of district computers will also result in referral to law enforcement.

### *Access to School Computers, Networks and Internet Services*

The level of employee access to district computers, networks and Internet services is based upon specific job requirements and needs. With approval of the Network Administrator or Technology Curriculum Facilitator, an employee may install additional licensed software. Unauthorized access to secure areas of the district's computers and networks is strictly prohibited.

### *Acceptable Use*

Oyster River School District computers, networks and Internet services are provided to employees for administrative, educational, communication and research purposes consistent with the district's educational mission, curriculum and instructional goals. All Board policies, district rules and expectations for professional conduct and communications apply when employees are using the school district's computers, networks and Internet services.

### *Personal Use*

District computers, network and Internet services are provided for purposes related to school programs and operations, and performance of job responsibilities. Incidental personal use of school computers is permitted as long as such use: 1) does not interfere with the employee's job responsibilities and performance; 2) does not interfere with system operations or other system users; and 3) does not violate this policy and the accompanying rules, or other Board policy, procedure or school rules. "Incidental personal use" is defined as use by an individual employee for occasional personal communications.

### *Prohibited Uses*

Examples of unacceptable uses which are expressly prohibited include, but are not limited to, the following:

- 1) Any use that is illegal or which violates other Board policies, procedures or district rules, including harassing, discriminatory or threatening communications and behavior; violations of copyright laws, etc. The school district assumes no responsibility for illegal activities of employees while using district computers.
- 2) Any use involving materials that are obscene, pornographic, sexually explicit or suggestive.
- 3) Any inappropriate communications with students or minors.
- 4) Any use for private financial gains, or commercial, advertising or solicitation purposes.

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SCHOOL DISTRICT INTERNET ACCESS FOR STAFF *(Continued)*

- 5) Any use as a forum for communicating by e-mail or any other medium with other district users or outside parties to solicit, proselytize, advocate or communicate the views of an individual or non-school sponsored organization; to solicit membership in or support of any non-school sponsored organization; or to raise funds for any non-school sponsored purpose, whether profit or not-for-profit. No employee shall knowingly provide school e-mail addresses to outside parties whose intent is to communicate with school employees, students and/or their families for non-school purposes. Employees who are uncertain as to whether particular activities are acceptable should seek further guidance from the building principal or other administrator.
- 6) Any communication that represents an employee's personal views as those of the school district or that could be misinterpreted as such.
- 7) Downloading or loading software or applications without permission from the Network Administrator. Unauthorized copying of software is illegal and may subject the copier to substantial civil and criminal penalties. The school district assumes no responsibility for illegal software copying by employees.
- 8) Mass e-mails may only be sent to school users or outside parties for official school purposes and with the permission of the building administrator.
- 9) Any malicious use or disruption of the school district's computers, networks and Internet services; any breach of security features; or misuse of computer passwords or accounts (the employee's or those of other users).
- 10) Any misuse or damage to the district's computer equipment, including opening or forwarding e-mail attachments (executable files) from unknown sources and/or that may contain viruses.
- 11) Any attempt to access unauthorized sites, or any attempt to disable or circumvent the school district's filtering/blocking technology.
- 12) Failing to report a breach of computer security to the system administrator.
- 13) Using district computers, networks and Internet services after such access has been denied or revoked.
- 14) Any attempt to delete, erase or otherwise conceal any information stored on a district computer that violates these rules, other Board policies or school rules or refusing to return computer equipment issued to the employee upon request.
- 15) Storing personal files, photographs, music, etc. on district computers without the explicit approval of the Network Administrator. Personal files take up valuable network space that must be maintained as school-related data only.

*No Expectation of Privacy*

Oyster River School District computers remain under the control, custody and supervision of the school district at all times. The district reserves the right to monitor all computer and Internet activity by employees and other system users. Employees have no expectation of privacy in their use of district computers, including e-mail, stored files and Internet access logs.

*Disclosure of Confidential Information*

Employees are expected to use appropriate judgment and caution in communications concerning students and staff to ensure that personally identifiable information remains confidential.

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SCHOOL DISTRICT INTERNET ACCESS FOR STAFF *(continued)*

*Employee/Volunteer Responsibility to Supervise Student Computer Use*

Employees and volunteers who use district computers with students for instructional purposes have a duty of care to supervise such use. Teachers, staff members and volunteers are expected to be familiar with the district's policies and rules concerning student computer and Internet use and to enforce them. When, in the course of their duties, employees or volunteers become aware of a student violation, they are expected to stop the activity and inform the building administrator.

*Compensation for Losses, Costs and/or Damages*

The employee is responsible for compensating the school district for any losses, costs or damages incurred by the district for violations of Board policies and district rules while the employee is using district computers, including the cost of investigating such violations. The district assumes no responsibility for any unauthorized charges or costs incurred by an employee while using school district computers.

*Additional Rules for Use of Personally-Owned Computers by Employee*

1. An employee who wishes to use a personally-owned computer in school must complete a Staff Personal Computer Registration and Agreement form. The form must be signed by the employee, the school principal or supervisor and the Network Administrator or Technology Curriculum Facilitator. There must be a legitimate work-related basis for any request.
2. The Network Administrator or Technology Curriculum Facilitator will determine whether an employee's personally-owned computer meets the district's requirements.
3. Requests may be denied if it is determined that there is not a legitimate work or education-related reason for the request and/or if the demands on the district's network or staff would be unreasonable.
4. The employee is responsible for proper care of his/her personally-owned computer, including any costs of repair, replacement or any modifications (including installation of up-to-date anti-virus software) needed to use the computer at school.
5. The district is not responsible for damage, loss or theft of any personally-owned computer.
6. Employees are required to comply with all Board policies, administrative procedures and school rules while using personally-owned computers at school. Employees are not allowed to access the district's network without specific authorization from a school administrator.
7. Employees shall not allow students to access their personal computers.
8. Employees have no expectation of privacy in their use of a personally-owned computer while it is being used at school.
9. Violation of these rules may result in the district confiscating any personally-owned computer used by an employee in school without authorization. The contents of the computer may be searched in accordance with applicable laws and policies.



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 5-31-2020)

## PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution –as well as your employee contribution to employer-offered coverage– is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact \_\_\_\_\_.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

<b>3. Employer name</b>		<b>4. Employer Identification Number (EIN)</b>	
<b>5. Employer address</b>		<b>6. Employer phone number</b>	
<b>7. City</b>	<b>8. State</b>	<b>9. ZIP code</b>	
<b>10. Who can we contact about employee health coverage at this job?</b>			
<b>11. Phone number (if different from above)</b>		<b>12. Email address</b>	

Here is some basic information about health coverage offered by this employer:

•As your employer, we offer a health plan to:

All employees. Eligible employees are:

Some employees. Eligible employees are:

•With respect to dependents:

We do offer coverage. Eligible dependents are:

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

\*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

## Employee Handbook Acknowledgment and Receipt

### **I have received my copy of the Employee Handbook and the Drug-Free Workplace Pamphlet.**

The employee handbook describes important information about Oyster River Cooperative School District. I understand that I should consult my manager or the Human Resource Coordinator regarding any questions that I may have that are not answered in the handbook. I have entered my employment relationship with Oyster River Cooperative School District voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Oyster River Cooperative School District can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that other than the Superintendent, no manager, supervisor, or representative of Oyster River Cooperative School District has any authority to enter into any agreement for employment other than at will.

This handbook and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Oyster River Cooperative School District, except any School Board policies. By distributing this handbook, the Oyster River Cooperative School District expressly revokes all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Oyster River Cooperative School District and the district reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Superintendent can adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates or is intended to create; a promise or representation of continued employment and that employment at Oyster River Cooperative School District is employment at will, which may be terminated at the will of either Oyster River Cooperative School District or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Oyster River Cooperative School District or myself.

I have received the handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I have also received a copy of the Drug-Free Workplace pamphlet.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Date

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TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE