

SECTION G: PERSONNEL

Section G contains policies on all school employees except for the Superintendent (policies on the school chief are located in Section C, General Administration). The category is divided into three main divisions: GB has policies applying to all school employees or to general personnel matters; GC refers to instructional and administrative staff; and GD refers to support or classified staff.

<u>Code</u>	<u>Category</u>	<u>Title</u>
GA	R	Personnel Policies Goals
GBA	R	Equal Opportunity Employment
GBAA	P	Sexual Discrimination (Also JBAA)
GBAA-R		Sexual Harassment and Sexual Violence Report Form (See JBAA-R)
GBB	O	Employee Involvement in Decision-Making
GBCD	P	Background Investigation and Criminal Records Check (Also IJOC)
GBCD-R		Technical Assistance Advisory
GBCD-R-1		Technical Advisory (update)
GBD	O	Board-Employee Communications (Also BHC)
GBE	R	Employee Rights and Responsibilities
GBEA	R	Staff Ethics
GBEBB	O	Employee-Student Relations (Also JICDAA)
GBEBC	O	Employee Gifts and Solicitations (Also KH)
GBEC	R	Drug-Free Workplace Policy (Also ADB, ADC, GBED, & JICH)
GBED	P	Tobacco Products Ban (Also ADB, ADC, GBEC & JICG)
GBG	R	Employee Protection
GBGA	R	Staff Health
GBGAA	R	Blood Borne Pathogens (i.e.) HIV, Hepatitis B, HIV/AIDS Policy (Also IHAMC & JLCCA)
GBGBA	R	Automated External Defibrillator(s) (Also, JLCE & KLMB)

Categories

O = Optional These policies should be reviewed to determine whether they meet a particular local need. Most are informational in nature.

P = Priority The subject matter of these policies is required by state and/or federal law.

R = Recommended While these policies are not required by law, they are highly recommended for effective and efficient school board operation.

Section G - 1 of 3

Adopted by WSB 11/2005

SECTION G: PERSONNEL

(Continued)

<u>Code</u>	<u>Category</u>	<u>Title</u>
GBJ	R	Personnel Records
GBJ-R		Personnel Records
GBJA		Health Insurance Portability and Accountability Act (HIPAA) (also JRA)
GBK	O	Employee Complaints and Grievances
GCA	R	Professional Staff Positions
GCB	R	Professional Staff Contracts
GCCAE	O	Professional Staff Visitations and Conferences
GCCBC	R	Family and Medical Leave Policy
GCEB	O	Administrative Staff Recruiting
GCF	R	Professional Staff Hiring
GCG	R	Part-Time and Substitute Professional Staff Employment
GCH	O	Professional Staff Orientation
GCI	R	Professional Staff Development Opportunities
GCID		Professional Activities of Teachers
GCK	O	Professional Staff Assignments and Transfers
GCKA		Temporary Alternate/Transitional Duty
GCKA-R		Temporary Alternate Duty
GCM	O	Professional Staff Work Load
GCNA	R	Supervision of Instructional Staff

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Section G - 2 of 3

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SECTION G: PERSONNEL

(Continued)

<u>Code</u>	<u>Category</u>	<u>Title</u>
GCO GCO-R	R	Evaluation of Professional Staff Steps within the Evaluation Model
GCP	O	Professional Staff Promotion/Reclassification
GCQA	R	Reduction in Instructional Staff Work Force
GCQC	R	Resignation of Instructional Staff
GCQE	O	Retirement of Professional Staff Members
GCR	R	Non-School Employment of Professional Staff Members
GCRC	R	Professional Personnel Consulting
GCRD	O	Tutoring for Pay
GDF	R	Support Staff Hiring
GDM	O	Support Staff Development Opportunities
GDO	R	Evaluation of Support Staff
GDR		Work Rules for Staff
GTATD		Temporary Alternate/Transitional Duty Procedure

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Section G - 3 of 3

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PERSONNEL POLICIES GOALS

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

The Board's specific personnel goals are:

- to recruit, select, and employ the best-qualified personnel to staff the School system.
- to provide staff compensation and benefits programs sufficient to attract and retain qualified employees.
- to provide an in-service training program for all employees to improve their performance, and to improve the overall rate of retention and promotion of staff, including a work-site wellness program that encourages health promotion and disease prevention for employees and their families through attention to their physical, mental, and emotional well-being.
- to conduct an employee appraisal program that will contribute to the continuous improvement of staff performance.
- to assign personnel so as to ensure they are utilized as effectively as possible.
- to effectively administer negotiated collective bargaining agreements.
- to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.

Revised: July, 1998

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EQUAL OPPORTUNITY EMPLOYMENT

The District will recruit and consider candidates without regard to age, race, color, religion, country of origin, marital status, and sex. 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 age, race, religion, country of origin, sex (except where sex is a bona fide occupational requirement), sexual preference and handicapping conditions, except for reasons related to ability to perform the requirements of the job.

Revised: November, 1999

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SEXUAL DISCRIMINATION

I. GENERAL STATEMENT OF POLICY

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

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

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

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

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

II. SEXUAL HARASSMENT/SEXUAL VIOLENCE DEFINED

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

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

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

SEXUAL DISCRIMINATION
(continued)

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

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

III. REPORTING PROCEDURES

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

SEXUAL DISCRIMINATION

(continued)

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

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

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

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

D. Use of formal reporting forms is not mandatory.

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

IV. INVESTIGATION AND RECOMMENDATION

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

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3 of 5

SEXUAL DISCRIMINATION (continued)

In determining whether alleged conduct constitutes sexual harassment or sexual violence, the School District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes sexual harassment or sexual violence requires a determination based on all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

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

V. SCHOOL DISTRICT ACTION

- A. Upon receipt of a recommendation that the complaint is valid, the School District will take such action as appropriate based on the results of the investigation.
- B. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School District. The report will document any disciplinary action taken as a result of the complaint.

* Please refer to Student Rights and Responsibilities

VI. REPRISAL

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

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

SEXUAL DISCRIMINATION
(continued)

VIII. SEXUAL HARASSMENT OR SEXUAL VIOLENCE AS SEXUAL ABUSE

Under certain circumstances, sexual harassment or sexual violence may constitute sexual abuse under New Hampshire law. In such situations, the School District shall comply with said law.

Nothing in this policy will prohibit the School District from taking immediate action to protect victims of alleged sexual abuse.

IX. DISCIPLINE

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

X. BY-PASS OF POLICY

Any individual with a sexual harassment complaint may choose to bypass this Policy and accompanying regulation and proceed directly to: N.A. Commission on Human Rights or Office of Civil Rights

Legal Reference:

NH Code of Administrative Rules - Section Ed. 303.1 (j), 1-9, Substantive Duties of School Boards

Appendix: GBAA-R

JBAA-R

BBA-R

Reviewed: June 2004

Revised: November, 1999

Revised: July, 1998

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**SEXUAL HARASSMENT AND SEXUAL VIOLENCE
REPORT FORM**

General Statement of Policy Prohibiting Sexual Harassment

The School District maintains a firm policy prohibiting all forms of discrimination based on sex. Sexual harassment and sexual violence against students or employees is sex discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of personal harassment by any person, male or female, which create an intimidating, hostile or offensive environment, will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s)

Name of person you believe sexually harassed or was sexually violent toward you.

List any witnesses that were present.

Where did the incident(s) occur?

EMPLOYEE INVOLVEMENT IN DECISION-MAKING

The Superintendent shall establish channels for open communications with employees for ideas regarding the operation of schools.

The Superintendent may involve professional and support staff employees for the ready inter-communication of ideas regarding the operation of the schools. He/she will consider with care the counsel given by employees when appropriate, and shall inform the Board of all such counsel in presenting reports of administrative action and in presenting recommendations for Board action.

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BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK

Background Investigation

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

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

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

Criminal Records Check

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

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

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

Volunteers

Volunteers may be subject to a background investigation/criminal records check, as designated in Policy IJOC, Paragraph B.

BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK

(continued)

Conditional Employment

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

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

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

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

Final Offer of Employment

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

No person with a conditional offer of employment shall be extended a final offer of employment if such person has been convicted of the following offenses, as referenced in RSA 189:13-a, V.: (1) murder, or (2) child pornography, or (3) aggravated felonious sexual assault, (4) felonious sexual assault, (5) kidnapping, (6) manufacturing, selling, administering, dispensing or distributing any controlled substance(s) on School property, or (7) sexual misconduct within an education setting in this State; or where such person has been convicted of the same conduct in another state, territory, or possession of the United States, or where such person has been convicted of the same conduct in a foreign country.

In addition to the felonies listed above, a person may be denied a final offer of employment if he/she has been convicted of ANY felony. Such determination will be made by the Board, on a case-by-case basis.

Adopted by WSB 11/2005

2 of 3

BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK

(continued)

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

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

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

Additional Criminal Records Checks

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

Statutory Reference:

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

Technical Advisory, *School Employee Background Investigation, Including A Criminal History Records Check, N.H. Department of Education, Adopted July 28, 1997;*

Appendix: GBCD-R, Update to Technical Assistance Advisory, Dated November 19, 1999

Appendix: GBCD-R-1, Update to Technical Assistance Advisory, Dated August 21, 1998

Reviewed: June 2004

Revised: November, 1999 with addition of updated Technical Assistance Advisory

Revised: July, 1998

Adopted by WSB 11/2005

TECHNICAL ASSISTANCE ADVISORY

Prepared by the Department of Education and the Department of Safety

**SCHOOL EMPLOYEE BACKGROUND INVESTIGATION, INCLUDING A
CRIMINAL HISTORY RECORDS CHECK****Purpose.**

The purpose of this Technical Assistance Advisory is to provide clear and concise requirements for School Administrative Units (hereinafter, the "SAU"), School Districts, and Charter Schools with respect to a school employee background investigation, including a Criminal History Records Check, for each selected applicant regularly in contact with pupils in the performance of his/her duties.

Definitions. The following definitions shall apply:

- (a) "Background investigation" means an investigation into the past employment and other background of a selected applicant in a SAU, School District, or Charter School or an employee or employees of a contractor which contracts with an SAU, School District, or Charter School with the intent of determining whether:
- (1) The applicant is qualified for the position for which he/she has applied, and
 - (2) The applicant has been found guilty of any criminal activity or conduct that would make him/her ineligible for employment.
- (b) "Conditional offer of employment" means an offer of employment extended to a selected applicant subject to a successfully completed Criminal History Records Check that is satisfactory to the SAU, School District, or Charter School.
- (c) "Contractor" means a private business or agency or an employee or employees of the contractor which contracts with an SAU, School District, or Charter School to provide services, including but not limited to:
- (1) cafeteria workers,
 - (2) school bus drivers,
 - (3) custodial personnel, or
 - (4) any other direct service or services to students of the District or Charter School.

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TECHNICAL ASSISTANCE ADVISORY

(continued)

- (d) "Criminal History Check" means a Criminal History Record inquiry conducted by the New Hampshire State Police through its records and through the Federal Bureau of Investigation (hereinafter, the "FBI").
- (e) "Persons regularly in contact with pupils" means a person or persons who, in the performance of his/her duties:
- (1) Comes in direct contact with pupils on a daily basis for any period of time;
 - (2) Meets regularly, once or twice a week, with students, including, but not limited to, an art, music, or physical education teacher; or
 - (3) A substitute teacher who comes in direct contact with pupils on a limited basis.
- (f) "School employee" means an employee in any position in an SAU, School District, or Charter School.
- (g) "Selected applicant" means a person selected for employment that has provided an SAU, School District, or Charter School with:
- (1) A signed notarized Criminal History release form, and
 - (2) A complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of an SAU, School District, or Charter School which have been submitted by an SAU, School District, or Charter School to the New Hampshire State Police for a Criminal History Check.
- (h) "Subcontractor" means a private business or agency or an employee or employees of a contractor that contracts with a contractor to provide services.

Employee Background Investigation.

Each SAU, School District, or Charter School, as part of the employment process, shall conduct an employee background investigation for each selected applicant for employment.

TECHNICAL ASSISTANCE ADVISORY
(continued)

Criminal Records Check.

- (a) For each selected applicant the SAU, School District or Charter School shall submit, with appropriate fees, a notarized Criminal History Records release form and a complete set of fingerprints to the New Hampshire State Police so that the State Police can conduct a Criminal History Record Inquiry through its records and through the FBI.
- (b) No selected applicant may be extended a conditional offer of employment unless the SAU, School District or Charter School has initiated a Criminal History Records Check.
- (c) A Criminal History Records Check shall be prepared in compliance with RSA 189:13-a, and with New Hampshire Department of Safety requirements included in this advisory.
- (d) The Department of Safety shall submit the results of a Criminal History Records Check to a selected applicant's prospective employer(s) and the Department of Education.
- (e) The SAU, School District, and the Charter School shall assure confidentiality of an employees' Criminal Record Report upon receipt of that report from the Division of State Police and the FBI.
 - (1) Such reports shall be maintained only in the employee's file; and
 - (2) Only authorized personnel, as determined by the SAU, local School District, or Charter School shall have access to such record.
- (f) No selected applicant shall be extended a final offer of employment if such person has been convicted of:
 - (1) Murder,
 - (2) Child pornography,
 - (3) Aggravated felonious sexual assault,
 - (4) Felonious sexual assault, or
 - (5) Kidnapping.
- (g) A SAU Board, School Board, or a Charter School Board of Trustees may deny a selected applicant a final offer of employment if such person has been convicted of conduct in addition to (f) above, as determined by the SAU, School District, or Charter School. The governing body must adopt a policy to allow this prerogative.

TECHNICAL ASSISTANCE ADVISORY
(continued)

Criminal Records Check Through the Division of State Police, Department of Safety.

- (a) The law (RSA 189:13-a) requires that an SAU, School District, or Charter School must submit to the State Police a complete set of fingerprints and a release form for each individual covered by the law. The State Police must conduct a New Hampshire Criminal Records Check and will forward the fingerprints to the FBI for a national records check. The FBI will not conduct that check without a proper set of fingerprints.
- (b) The State Police will provide to each SAU, School District, and Charter School a set of records release forms and fingerprint cards. The record release forms and fingerprint cards, provided by the State Police, will be the only types of forms that will be accepted. However, each SAU, School District, or Charter School may reproduce the release form as is necessary.
- (c) The selected applicant will complete the release form and bring the fingerprint card to a person qualified to take fingerprints. Depending on arrangements, which have been made by the District, this may be a local law enforcement agency or a trained individual employed by the SAU, School District, or Charter School. The selected applicant must provide the release form and the fingerprints to the SAU, School District, or Charter School.
- (d) The SAU, School District, or Charter School will then forward the release form and the fingerprints to the State Police. The submission of the release form and the fingerprints must be accompanied by the proper fees, which cover the cost of both the State and Federal Records Checks. Inadequate fees will delay the process. The fees are as follows:
- For selected applicants - \$34 plus postage.
- (e) The Criminal History Records Check done by the FBI will take a minimum of 30 days. The FBI will forward the results to the State Police, and the State Police will notify the persons named on the release forms of the results. The FBI will destroy the fingerprint cards once the check has been completed. No copy of the fingerprints will be kept by the State Police.
- (f) The results of the completed Criminal History Records Checks by the State Police will be sent separately from the completed Criminal History Records Checks by the FBI.

TECHNICAL ASSISTANCE ADVISORY
(continued)

Criminal History Records Checks by the State Police for Persons Who Work for Several Districts.

- (a) Employees of multiple School Districts will submit the proper release form, fingerprints, and fees to one of the Districts.
- (b) The release form will identify each District, and the employee will provide the results to each District.
- (c) The fee for this type of check will be the same as if the applicant was employed by only one District.

Fingerprints.

- (a) The two overriding issues with respect to the fingerprints are that they be taken properly and that they be placed on the fingerprint cards supplied by the State Police.
- (b) The question of who actually takes the fingerprints is left to the District. The law allows this to be done by a "qualified law enforcement agency or an authorized employee" of the SAU, School District, or Charter School.
- (c) In some cases, then, the prints may be taken by the local law enforcement agency. Local law enforcement must use the fingerprint cards supplied to the District by the State Police.

Conditional Offer of Employment.

- (a) An SAU, School District, or Charter School may extend a conditional offer of employment to a selected applicant, with a final offer of employment subject to a successfully completed Records Check including a Criminal History Records Check.
- (b) A selected applicant extended a conditional offer of employment shall be eligible for the same salary and fringe benefits as if he/she were provided a final offer of employment.
- (c) A conditional offer of employment may continue during the time the SAU, School District, or Charter School is awaiting receipt of a completed record Check including a Criminal History Records Check report.

TECHNICAL ASSISTANCE ADVISORY

(continued)

(d) In the event that the first set of fingerprints is invalid and a second set of fingerprints is necessary in order to complete the Criminal History Records Check, the conditional offer of employment shall remain in effect.

(e) A conditional offer of employment for a selected applicant shall be valid for no more than one submission of fingerprints.

Final Offer of Employment.

(a) An SAU, School District, or Charter School may extend a final offer of employment to a selected applicant, who has a conditional offer of employment, if the selected applicant receives a successfully completed Records Check including a Criminal History Records Check.

(b) If a selected applicant is extended a final offer of employment, the individual shall be entitled to membership in the collective bargaining unit subject to the requirements of RSA 273-A and shall immediately be covered by the terms and conditions of the collective bargaining agreement.

Records Retention. An SAU, School District, or Charter School may transfer personnel files, including a Criminal History Records Check, to alternative electronic media if authorized by the individual and provided that the SAU, School District, or Charter School assures privacy of such record.

Additional Criminal History Records Checks. An SAU, School District, or Charter School may require a Criminal History Records Check at a time or times subsequent to the original Records Check if deemed necessary.

Adopted by WSB 11/2005

TECHNICAL ASSISTANCE ADVISORY
(continued)

Contractor or Subcontractor Responsibility.

- (a) An employee background investigation including a Criminal History Records Check shall be conducted by a contractor or subcontractor for each employee in regular contact with pupils in accordance with this advisory.
- (b) The cost of such investigation, including Criminal History Checks, for employees or selected applicants for employment with such contractors shall be borne by the contractor or subcontractor.
- (c) The contractor or subcontractor shall submit to the SAU, School District, or Charter School a written verification that a background investigation, including a successfully completed Records Check, including a Criminal History Records Check has been done for each employee of the contractor or subcontractor who is regularly in contact with pupils

Unsuccessful Criminal History Records Check

If an SAU, School District, or Charter School receives an unsuccessful Criminal History Records Report for a selected applicant, the SAU, School District, or Charter School shall immediately, within 24 hours of receipt of such report, excluding Saturday, Sunday, or a holiday, dismiss the selected applicant.

Cost Of An Employee Background Investigation, Including Criminal History Records Check

The cost of a background investigation, including a Criminal History Check or any other relevant records Check shall be borne by the selected applicant unless otherwise determined by an SAU, School Board, or Charter School.

PROFESSIONAL AND SUPPORT STAFF POSITIONS**EMPLOYEE INITIATION OF A CRIMINAL RECORDS HISTORY CHECK**

(The new employee must initiate the Criminal Records Check at the Superintendent's Office **before** s/he can be issued a conditional employment contract.)

1. Sign and have notarized the Criminal Records Release Authorization form.
2. Arrange to have your fingerprints taken by making an appointment with the appropriate police department.
3. Bring your (1) signed Criminal Records Release Authorization form, (2) completed fingerprints card, and (3) check for \$34 made payable to State of New Hampshire - Criminal Records. The fee is set by the New Hampshire Division of Safety and is to be paid by the employee, not the School District.
Do not send these materials directly to the Division of Safety.
4. Once the completed forms have been logged and sent to the NH Department of Safety via certified mail, you will be issued an employment contract. Sign two copies of the conditional employment contracts. Retain one copy and send the other copy to the Superintendent's office. Pursuant to RSA 198:13-a, this conditional employment contract entitles you to the same salary and economic benefits as you would otherwise receive under a final offer of employment, except that you are not covered by the terms and conditions of any applicable collective bargaining agreement while conditionally employed.

Completion of Criminal Records History Check

5. The Superintendent's office will send by certified mail your Criminal Records Release Authorization form, fingerprints card, and payment to the New Hampshire Department of Safety, Division of State Police, Central Reporting for Criminal Records, 10 Hazen Drive, Concord.
6. The State Police will conduct a New Hampshire Criminal Records Check and will forward your fingerprints to the FBI for a National Criminal Records Check. The check done by the FBI will take a minimum of 30 days. The FBI will destroy your fingerprint card once the check has completed. No copy of the fingerprint card will be kept by the State Police.

EMPLOYEE INITIATION OF A CRIMINAL RECORDS HISTORY CHECK (continued)

7. The results of the completed Criminal Records Check conducted by the State Police will be sent to the Superintendent and the Department of Education separately from the completed Records Check conducted by the FBI. Your two-part Criminal Records Report shall be kept confidential, and only the Superintendent and the Principal shall have access to it. The Department of Education establishes its own confidentiality procedure. The Criminal Records Report issued by the FBI and the NH Department of Safety becomes the property of the School Administrative Unit, however, you, as an employee, may request and receive one attested copy of these Reports from the Superintendent's Office at no charge.

Final Offer of Employment

The District will automatically convert your conditional employment to a final employment contract if you have not been found guilty of a criminal activity or of any other contract if you have not been found guilty of any Criminal Records Check, then state law requires that you be dismissed from employment within 24 hours of our receipt of the report, excluding Saturday, Sunday or holidays.

Policy GBCD

Revised: November, 1999, see GBCD-R-1 for updated Technical Assistance
Advisory from Department of Education
Revised: July, 1998

Adopted by WSB 11/2005

9 of 9

TECHNICAL ASSISTANCE ADVISORY UPDATE

State law requires a criminal records check for “selected applicants” prior to a conditional offer of employment and an update on RSA 189:13-a, School Employee Background Investigations. On July 28, 1997, the State Board of Education adopted Technical Assistance Advisory? School employee Background Investigation Including Criminal History Records check. The Advisory was prepared jointly by the Departments of Education and Safety. It has come to our attention that not all school districts are complying with this law. If you are not in compliance and would like assistance in meeting the requirements of RSA189:13-1, contact Susan Belanger, Department of Safety, 603-271-2507 or Pat Busselle, Department of Education, 603-271-3879.

Legislation passed in the 1998 session, Chapter 256, Relative to child Day Care Providers and Clarifying the Procedures for Background Criminal checks for School employees and Volunteers, requires additions to the Advisory. The specific revisions are as follows:

- School administrative units/school districts are not liable in any lawsuit for negligence or deficiencies, if the school administrative unit/school district satisfies the requirements of RSA 189:13-a, I.
- If, after two (2) attempts, a set of fingerprints is invalid, a school administrative unit/school district may, in lieu of fingerprints, accept clearances from every city, town, or county where an applicant has lived during the past 5 years.
- Upon receipt of a completed criminal history records check of state police and Federal Bureau of Investigation files, the state police will examine the list of crimes constituting grounds for non-approval of employment, or non-acceptance of volunteer services in that school administrative unit/school district and will report presence or absence of any such crime to the school administrative unit/school district.
- Under no circumstances shall the criminal records be released to the school administrative unit//school district.
- By decision of the appropriate governing body, a school administrative unit/school district, may deny a selected applicant a final offer of employment if such person has been convicted of any felony in addition to those listed in RSA 189:13-a,V.
- The governing body may adopt a policy stating that any person, who has been convicted of any felony, or any of a list of felonies, shall not be hired.

TECHNICAL ASSISTANCE ADVISORY UPDATE
(continued)

- The school administrative unit/school district shall not be required to complete a background investigation or a criminal history records check on volunteers. However, the governing body may adopt a policy designating certain categories of volunteers as “designated volunteers” who may be required to undergo a background investigation and a criminal history records check.

The effective date of Chapter 256, Relative to Child Day Care Providers and Clarifying the Procedures for Background Criminal Checks for School Employees and Volunteers is August 25, 1998. The Department of Safety has advised us that criminal records checks initiated on or after that date will take considerably longer to process. School administrative units/school districts should expect a delay of 3-9 months. The Criminal Records Bureau will review State Police and Federal Bureau of Investigation records received on or after August 25, 1998 in accordance with the new law.

If, after two attempts, a school administrative unit/school district is unable to obtain a set of fingerprints, the school administrative unit/school district may meet the provisions of RSA 189:13-a,II, by obtaining records for an individual through the Criminal Records Bureau in other states. The Departments of Safety and Education are working at obtaining an official record release form from the other states. Once received the Department of Education will keep the release on file and make them available to school administrative units/school districts.

To assist school districts in preparing a policy regarding the denial of a final offer of employment for selected applicants convicted of all or specific felonies, the Department of Safety has provided the Department of Education with a list of felonies identified in the New Hampshire Revised Statutes Annotated. See attached *Criminal Statutes with Felony Penalties* prepared by Jeff Kellett, Office of State Criminal Records. (The Department of Education has forwarded the list to the Office of Attorney General for review.) If your school district adopts a policy regarding felony convictions please review the policy with legal counsel. Forward the policy to Susan Belanger, Division of State Police, Office of Criminal Records, James H. Hayes Building, 10 Hazen Drive, Concord, NH 03305-0002. The Bureau will use your list in reviewing the completed criminal records checks.

Adopted by WSB 11/2005

TECHNICAL ASSISTANCE ADVISORY UPDATE
(continued)

To assist school administrative units/school districts complying with RSA 189:13-a, the Department is including with this memorandum:

Technical Assistance Advisory: *School Employee Background Investigation Including Criminal History Records Check*;

Memoranda on Criminal Records Check for Student Teachers and Interns, August 14, 1997,

Criminal Records Check Requirement for Intern Educators, August 14, 1997,

Approved Nonpublic special education school or program, September 30, 1997, and

Clarification of Criminal Records Check for Employers Providing Students with Work based Learning or Co-OP Opportunities, May 7, 1998.

Adopted by WSB 11/2005

3 of 3

BOARD-EMPLOYEE COMMUNICATIONS

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

Staff Communications to the Board

All communications or reports to the Board or any Board committee from Principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent.

Board Communications to Staff

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

Visits to Schools

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

Social Interaction

Staff and Board members share a keen interest in the Schools and in education generally, and it is to be expected that, when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations and general District problems. However, individual Board members have no special authority excepting when they are convened at a legal meeting of the Board or vested with special authority by Board action. Therefore, discussions by either party of personalities or personnel grievances will be considered as evidence of unethical conduct.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

All School employees shall set examples that are an important part of the educational process. Their manner, dress, courtesy, and attitudes establish models that affect the development of young people. The Board expects its staff members to set exemplary standards, as well as provide exemplary instruction.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

STAFF ETHICS

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

EMPLOYEE CONFLICT OF INTEREST

Employees 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 employees. 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 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.
3. Employees will not engage in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the District.
4. School employees will not solicit or sell for personal gain any educational materials or equipment in the attendance areas served by the School to which they are assigned. Nor will any employees make available lists of names of students or parents to anyone for sales purposes.

To avoid nepotism in the supervision of personnel, the Board directs that no employee be assigned in any position where the employee would be responsible to a relative or a person residing in the same domicile.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

EMPLOYEE-STUDENT RELATIONS

Employees and students shall be expected to regard each other as individuals to be treated with courtesy and respect.

Revised: July, 1998

Adopted by WSB 11/2005

EMPLOYEE GIFTS AND SOLICITATIONS

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

Solicitations

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

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

DRUG-FREE WORKPLACE POLICY

The School District will provide a drug-free workplace in accordance with the Drug-Free Schools and Communities Act of 1988 and Amendments of 1989 (41 USCA Section 701 Et. Seq.). In compliance with statutory requirements, the District will:

1. Notify all employees, in writing, that the unlawful manufacture, distribution, dispensation, possession, or use of illicit drugs and alcohol is prohibited in the District's workplace and that any violation is subject to disciplinary action. Notification will be accomplished by distribution of this policy to all employees.
2. Provide a drug-free awareness program to inform employees about:
 - a. The dangers of illicit drugs in the workplace;
 - b. The District's policy of maintaining a drug-free workplace;
 - c. Available drug and alcohol counseling, rehabilitation, and employee assistance and/or re-entry programs; and
 - d. The penalty/penalties that may be imposed on employees for drug and alcohol violations occurring in the workplace.
3. Notify employees that, as a condition of employment in the District, they will agree to and abide by the terms of the policy, and will notify the District of any drug statute conviction resulting from workplace conduct within five days of the conviction.
4. Establish the following as grounds for disciplinary action:
 - a. Working under the influence of alcohol or illegal drugs, no matter where consumed.
 - b. Having an unsealed container of alcohol or consuming alcohol on School property. (Any employee who finds any type of container of alcohol on School property should report it to the administration as soon as possible.)

DRUG-FREE WORKPLACE POLICY

(continued)

- c. Possessing or distributing controlled substances on School property.
- d. Consuming, possessing, or distributing alcohol or illegal drugs at official* School functions not on School property.

* An "official" School function is defined as one which is authorized and conducted by the School with School officials present, in charge, and on duty, such as, but not limited to:

- a. Interscholastic athletic contests
 - b. Field trips
 - c. School dances
5. Alert the local law enforcement agency of suspected violations of the policy.
6. Take any of the following disciplinary actions (either alone or in combination) regarding an employee who is in violation of the policy:
- a. Suspension
 - b. Termination of employment
 - c. Satisfactory participation in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health or law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy. In so doing, the District will conduct a biennial review of its programs to determine their effectiveness and to ensure that the disciplinary sanctions are consistently enforced and changes are implemented, if needed.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

TOBACCO PRODUCTS BAN

USE AND POSSESSION IN AND ON SCHOOL FACILITIES AND GROUNDS

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 School District, nor on any of the grounds of the District.

"Tobacco products" means cigarettes, cigars, snuff, smokeless tobacco, smokeless cigarettes, 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, and storage areas.

The District shall place signs 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.

Students

No student shall purchase, attempt to purchase, possess or use any tobacco product in any facility, in any School vehicle or anywhere on School grounds maintained by the District.

Enforcement of this prohibition shall initially rest with building Principals, or their designee who may report any violation to the local police department. In accordance with state law, the police department shall be responsible for all proceedings and applicable fines and penalties.

TOBACCO PRODUCTS BAN

(continued)

The Principal will develop regulations, which cover disciplinary action to be taken for violations of this policy. These regulations will be communicated to students by means deemed appropriate by the Principal. In addition to disciplinary actions taken by the School, criminal penalties for fines may result from violations of this policy.

Employees

No employee shall use any tobacco product in any facility in any School vehicle or anywhere on School grounds maintained by the District.

Initial responsibility for enforcement of this prohibition shall rest with building Principals, or their designees. The Principal may report violations to the local police department. In accordance with state law, the police department shall be responsible for all proceedings and applicable fines and penalties.

The Principal will develop and implement the appropriate means of notifying employees of the possible disciplinary consequences of violating this policy. Any employee(s) who violate this policy are subject to disciplinary action that may include warning, suspension or dismissal. In addition, fines or other penalties may result from enforcement of these prohibitions by other law enforcement officials.

All Other Persons

No visitor shall at any time use tobacco products in any facility, in any School vehicle, or anywhere on School grounds maintained by the District.

Responsibility for enforcement of this prohibition shall rest with all School District employees who may report violations to the local police department. In accordance with state law, the police department shall be responsible for all proceedings and applicable fines and penalties.

Statutory References:

RSA 155:64 - 76

RSA 126 – K:6 & K:7

Revised: November, 1999

Revised: July, 1998

EMPLOYEE PROTECTION

The School Board will indemnify and hold harmless District employees against claims that may be entered against them as a result of carrying out their assigned responsibilities, as provided under RSA 31:105 and 31:106. To protect the District's financial resources, as well, the Board will provide for liability coverage for all personnel through policies structured to maintain the statutory immunities as provided in RSA 31:507:B; professional liability insurance as needed, workers' compensation, and unemployment compensation coverage's.

Workers' Compensation

All employees of the Board are covered by workers' compensation insurance paid for and provided by the Board. This insurance coverage is provided for employees in accordance with the provisions of the insurance carrier.

Unemployment Compensation

All employees of the Board are covered by unemployment compensation insurance paid for and provided by the Board. This insurance coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits afforded are for wage loss due to temporary unemployment through no fault of the individual, for those who meet eligibility requirements as provided for in state law. District employees with reasonable assurance of employment after a regularly scheduled vacation break are ineligible for benefits during such breaks.

Statutory References:

RSA 31:105, 106, & 507-B

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

STAFF HEALTH

I. Medical Examination of School Personnel

All school personnel shall be required to have a pre-employment post offer medical examination by a licensed physician. Any person who objects to all or part of any medical examination because of religious beliefs shall be exempt from said examination, except that no such exemption shall be granted if state or local authorities determine that such exemption would constitute a hazard to the health of persons exposed to the unexamined individual. ***The cost of such examinations will be the responsibility of the individual.***

II. Additional Examinations

The Superintendent may request a medical examination for any employee if at any time he/she has reason to believe that the employee's physical or mental health may be inimical to the welfare of pupils or other employees. The cost of such examination will be borne by the District.

III. Responsibility

It is the responsibility of the school nurse assigned to each School to report any violation of the above policy through the Principal to the Superintendent of Schools and to keep accurate records as evidence of compliance with the above policy.

The principal of each School is instructed to take such action as is required to implement this policy and to supervise the necessary record keeping substantiating test results.

Statutory References:

RSA 200:36

RSA 200:37 (Bus Drivers)

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

BLOOD BORNE PATHOGENS (i.e.) HIV, HEPATITIS B, HIV/AIDS POLICY

Preamble

Acquired Immunodeficiency Syndrome (AIDS) is a disease in which the body's immune system is impaired by the Human Immunodeficiency Virus (HIV). The virus leaves its victim unable to fight off infections. As a result, persons with AIDS are susceptible to serious secondary infections, such as pneumonia and certain malignancies. Some, but not all, persons infected with HIV develop AIDS. To assist the School District and infected persons, the School District has developed the following policy.

I. General Principles:

Blood Borne Pathogen

(A) HIV is not spread by casual, everyday contact. Therefore, absent a serious secondary infection that may be transmitted to others or a significant health problem that restricts the infected person's ability to attend School, a student who is infected with HIV or AIDS shall attend the School and classroom to which he or she would be assigned, and shall receive the rights, privileges and services to which he or she would be entitled if not infected. Decisions about any changes in the educational program of a student who is infected with HIV or AIDS shall be made on a case-by-case basis.

(B) There shall be no discrimination in employment against a person infected with HIV or AIDS based solely upon said infection. No School District employee shall be terminated, non-renewed, demoted, suspended, transferred or subjected to adverse action based solely upon his/her infection with HIV or AIDS, or the perception that he or she is so infected. However, the School District may take whatever action is appropriate as to an employee who, despite reasonable accommodation, is unable to perform his/her duties due to an illness, including an illness related to HIV or AIDS.

(C) The School District shall provide a sanitary environment and shall establish procedures for handling bodily fluids, pursuant to Section V.

(D) The School District shall administer a program of education about HIV or AIDS for students, their families, and School District employees to ensure that they are informed about the following:

Adopted by WSB 11/2005

BLOOD BORNE PATHOGENS (i.e.) HIV, HEPATITIS B, HIV/AIDS POLICY
(continued)

- (1) The nature of HIV, including how HIV is transmitted, according to current scientific evidence;
- (2) School District policies and procedures relating to employees and students with diseases such as HIV or AIDS;
- (3) Resources within the School District and elsewhere for obtaining additional information or assistance; and
- (4) Procedures to prevent the spread of communicable diseases at School.

II. Evaluation of Infected Students and Staff

(A) HIV is not transmitted casually. Accordingly, infection with HIV or AIDS is not, by itself, sufficient reason to remove a student or staff member from the School. When the Superintendent has been notified that a student or staff member is infected with HIV or AIDS, the Superintendent shall act appropriately to ensure the safety of persons in the School setting and to plan to support the infected person.

(B) When the School District learns that a student is infected with HIV or AIDS, the appropriate procedures under State and Federal Law with regard to evaluation and educational programming shall be followed if the student is or may be educationally handicapped.

(C) (1) When notified that an employee is infected with HIV or AIDS, the Superintendent shall determine whether the infected person has a significant health problem that will restrict his/her ability to work and shall determine whether the infected person has a secondary infection (e.g., tuberculosis) that poses a medically recognized risk of transmission of disease. The Superintendent shall make this determination by consulting with the infected person's physician and the infected person.

The Superintendent also may consult with public health officials and other persons, subject to the confidentiality provisions in this policy. The Superintendent shall consider methods in which the School District may anticipate and meet the needs of persons infected with HIV or AIDS.

BLOOD BORNE PATHOGENS (i.e.) HIV, HEPATITIS B, HIV/AIDS POLICY
(continued)

(2) Absent a secondary infection that creates a medically recognized risk of transmission of disease, or a significant health problem, which restricts the infected person's ability to work, the Superintendent shall not alter the job assignment of the infected person. However, the Superintendent shall periodically review the case with the persons described in Section II(C) (1).

(3) If the Superintendent determines that a secondary infection poses a medically recognized risk of transmission of disease in the School setting or that a significant health problem restricts the infected person's ability to work, the Superintendent shall consult with the persons described in Section II(C) (1). After said consultation, the Superintendent shall, if necessary, develop an individually tailored plan to accommodate the staff member if reasonably possible. Additional persons may be consulted if necessary for gaining additional information, but the infected person must approve of the notification of any additional persons who are informed of the infected person's identity. The Superintendent may consult with legal counsel to ensure that any official action is consistent with state and federal law. If an individually tailored plan is necessary, said plan shall be medically, legally, educationally and ethically sound.

(D) Infected students who are aggrieved by the education plan determinations may appeal said determinations pursuant to state and federal special education law if the infected student is eligible for or claims that he is eligible for special education or special education and related services. Infected persons who do not claim that they are eligible for special education or special education and related services, but who are aggrieved by the Superintendent's determinations, may appeal said determinations to the School Board.

(E) Confidentiality shall be observed throughout the foregoing process.

III. Confidentiality

(A) The identity of a student or staff member who is infected with HIV or AIDS may be disclosed to those persons who determine whether the infected person has a secondary infection that poses a medically recognized risk of transmission of disease in the School setting or whether a significant health problem will restrict the infected person's ability to work or attend class. These persons include:

3 of 6

Adopted by WSB 11/2005

BLOOD BORNE PATHOGENS (i.e.) HIV, HEPATITIS B, HIV/AIDS POLICY
(continued)

- (1) The Superintendent or a person designated by the Superintendent to be responsible for the determination, or, in the case of a student who is identified as educationally handicapped or who is claimed or believed to be educationally handicapped, the special services team.
- (2) The physician of the infected person.
- (3) Public health officials, to the extent that their knowledge of the infected person's identity is necessary.

(B) The persons listed in Section III (A) (1) - (2) and the infected person (or his/her parents or guardians) shall determine whether additional persons need to know the identity of an infected person. The identity of an infected person shall not be disclosed to persons who are not listed in Section III (A) without the consent of the infected person, or the infected person's parents or guardians. The persons to whom the infected person's identity may be disclosed with the aforementioned consent include the School nurse, the School Principal or other persons necessary to protect the health of the infected person or to evaluate and monitor the case.

(C) All staff members who know the identity of persons infected with HIV or AIDS shall treat said information as confidential. No information shall be divulged directly or indirectly to any individuals or groups, except as noted in Section III (A) - (B). All medical information and written documentation of discussions, telephone conversations, proceedings, and meetings concerning the HIV or AIDS infection shall be maintained in a locked file. Access to said file shall be granted only to those persons who have the written consent of the infected person or his/her parents or guardians. The names of infected persons shall not be used in documents, except when essential. No document containing the name or other information, which reveals the identity of an infected person, may be shared with any person for any purposes without the consent of the infected person or the infected person's parents or guardians. Any School staff member who violates the confidentiality provisions of Section III shall be subject to discipline. Test results and medical records shall be disclosed only with the consent of the infected person (or that person's parent if he is a minor), pursuant to a subpoena or order of a court or administrative agency, or otherwise in accordance with law.

BLOOD BORNE PATHOGENS (i.e.) HIV, HEPATITIS B, HIV/AIDS POLICY
(continued)

IV. Testing

Mandatory testing for communicable diseases that are not spread by casual, everyday contact (e.g., HIV or AIDS) shall not be a condition for School entry or attendance, or for employment or continued employment.

V. Control of Infections

(A) HIV cannot penetrate unbroken skin, and there is no evidence that HIV has been transmitted through contact with vomit, nasal discharge, saliva, urine, or feces. However, said body fluids commonly transmit infections such as Hepatitis, colds and flu. Accordingly, direct skin contact with body fluids should be avoided whenever possible.

(B) Staff members shall follow the UNIVERSAL PRECAUTIONS in handling body fluids in the Schools.

(C) The School District shall cooperate with local, state and federal health agencies in controlling infections.

Statutory References:

RSA 193:1

RSA 189:1-a

RSA 186-C:2,I

RSA 193:3

HEALTH EDUCATION

The School Board recognizes that (HIV) AIDS education should be integrated into the health and family life curriculum, but may also be applied to other curriculum areas.

The District's (HIV)AIDS education program must address, at a minimum, the nature, transmission, prevention, and effects of the disease. The program shall be provided in a sequential manner in all grades, taking into consideration the age and maturity of the students and the subject matter of the course. Development of the program should take into account the instructional needs of all students in the District.

The Superintendent shall ensure that the information presented as a part of the (HIV)AIDS program is articulated in such a way that transition from grade to grade in the elementary Schools and from elementary to secondary approaches to the material will be appropriate for all students.

The Superintendent shall ensure that all staff involved in teaching the (HIV) AIDS education program are properly certified and adequately prepared to teach the material. As necessary, appropriate staff training shall be provided. All employees shall have training in Universal Precautions.

Revised: July, 1998

Adopted by WSB 11/2005

6 of 6

AUTOMATED EXTERNAL DEFIBRILLATOR(S)

The Board may acquired/purchased an Automatic External Defibrillator(s) (AED) for use in emergency situations warranting its use.

The use/administration/maintenance of the AED is subject to the following conditions:

1. **Location of the AED (s)**

The Superintendent, working with the building principal and school nurse, shall select and approve the location(s) for the AED(s).

2. **Authorized Employees/Training of Users**

AED's will only be administered by those employees designated by the Principal, in consultation with the school nurse. Employees will only be authorized after they have successfully received and completed appropriate training in cardiopulmonary resuscitation and AED use, provided by the School Nurse or his/her designee, or from another source acceptable to the School Nurse.

3. **Maintenance**

AED's will be maintained by the School Nurse or his/her designee. Maintenance shall be done according to the AED manufacturer's specifications. The School Nurse will maintain a record of all maintenance that has been performed on the AED(s).

4. **Registration of AED(s)**

In accordance with RSA 153-A:33, the School Nurse, or his/her designee, shall register the AED(s) with the New Hampshire Department of Safety. See sample registration forms, at (Code of Policy - R).

5. **Incident Reporting**

The School Nurse, or his/her designee, shall report all instances of AED use with the New Hampshire Department of Safety. See sample registration forms, at (Code of Policy - R).

6. **Liability Limited**

The District, and persons administering the AED(s), shall enjoy the limitations of liability as specified in RSA 153:A-31, as well as other sources of law.

Statutory Reference:

RSA 153-A:28-33

Further Information: State of NH, Bureau of Emergency Medical Services, 271-4568
New Policy September, 2003

Adopted by WSB 11/2005

PERSONNEL RECORDS

The Superintendent is authorized and directed to develop and implement a comprehensive, confidential and efficient system of personnel records.

Statutory Reference:

*RSA 91:A:5, Access to public records
Policy GBJ-R*

Reviewed: June 2004
Revised: April, 2004
Revised: July, 1998

Adopted by WSB 11/2005

PERSONNEL RECORDS

1. A personnel folder for each employee, certificated and non-certificated, shall be accurately maintained in the administrative offices and permanently stored in an acceptable form.
2. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations and other such information as may be considered pertinent.
3. All personnel records of individual employees of the District shall be considered confidential. They shall not be open for public inspection. The Superintendent and his designees shall take the necessary steps to safeguard against unauthorized use of all confidential material.
4. Each employee shall have the right, upon request and within a reasonable period of time, to review the contents of his own personnel file, with the exception of references and recommendations provided to the District on a confidential basis by universities, colleges or persons not connected with the District.
5. A list of employees, their addresses and their salaries shall be tendered to any citizen upon request in accordance with RSA 91-A.

Policy GBJ

Revised: July, 1998

Adopted by WSB 11/2005

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The School board directs the Superintendent or designee to take steps to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which grants individuals the right to receive notice of the uses and disclosures of their protected health information that may be made by the District, and sets for the individual's rights and the District's legal obligations with respect to protected health information.

Confidentiality of Individually Identifiable Health Information

The District and its employees will not use or disclose an individual's protected health information for any purpose without the properly documented consent or authorization of the individual or his/her authorized representative unless required or authorized to do so under state or federal law² or this policy, unless an emergency exists or unless the information has been sufficiently de-identified that the recipient of the information would be unable to link the information to a specific individual.

Prior to releasing any protected health information for the purposes set forth above, the District representative disclosing the information shall verify the identity and authority of the individual to whom disclosure is made. This verification may include the examination of official documents, badges, driver's licenses, workplace identity cards, credentials or other relevant forms of identification or verification.

All employees of the District are expected to comply with the administration of this policy. Any violation of the HIPAA privacy or security standards or this policy shall constitute grounds for disciplinary action, up to and including termination of employment.

Any employee of the District who believes that there has been a breach of the integrity or confidentiality of any person's protected health information shall immediately report such breach to his/her immediate supervisor or the Board appointed Privacy/Security Officer. Any employee involved in retaliatory behavior or reprisals against another individual for reporting an infraction of this policy is subject to disciplinary action up to and including termination of employment.

If the Privacy/Security Officer determines that there has been a breach of this privacy policy or of the procedures of the District, he/she shall make a determination of the potentially harmful effects of the unauthorized use or disclosure and decided upon a course of action to minimize the harm. Any individual responsible for the unauthorized use or disclosure is referred to the Superintendent or his/her designee for appropriate disciplinary measures.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
(continued)

Notice

The District shall distribute a Notice of Privacy Practices within one month of the initial adoption of this policy, and thereafter to all employees at the time of their enrollment in the health plan and within 60 days of any material revision. The notice shall also be posted in a clear and prominent location in each facility in the District and be printed in staff handbooks and the health plan booklet. The District will also notify individuals covered by the health plan of the availability of and how to obtain the notice at least once every three years.

Training

All employees shall receive training regarding the District's privacy policies and procedures as necessary and appropriate to carry out their job duties. Training shall also be provided when there is a material change in the District's practices or procedures.

Documentation

Documentation shall be required in support of the policies and procedures of the District and all other parts of the HIPAA privacy regulations that directly require documentation, including, but not limited to, all authorizations and revocations of authorizations, complaints and disposition of complaints. All documentation shall be kept in written or electronic form for a period of six years.

Legal Reference:

Public Law 104-191, Health Insurance Portability and Accountability Act of 1996

Appendix GBJ-R and JRA-R
Cross-Reference: Policy JRA

New Policy: April 2004

Adopted by WSB 11/2005

EMPLOYEE COMPLAINTS AND GRIEVANCES

The Board will establish an orderly, well-defined grievance procedure for the resolution of problems derived from application of Board. Grievances will be handled expeditiously in accordance with the procedures approved by the Board.

The machinery set up for the resolution of "grievances" in collective bargaining agreements between the Board and recognized employee organizations will apply only to grievances as defined in the particular agreement.

Appendix: GBK-R

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF POSITIONS

Responsibilities and Duties of Teachers

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

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

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

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

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

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

Subject to Collective Bargaining Provisions and individual teaching contracts.

Reviewed: June 2004

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF CONTRACTS

Contracts are designed to protect the interests of the employee and the District. Every permanent professional employee shall be required to execute a contract with the District. The contract shall be signed by the employee and the Chairperson of the Board.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF VISITATIONS AND CONFERENCES

Teachers attending out-of-state conventions or conferences shall. Follow the guidelines outlined in the SAU #28 Professional Development Master Plan.

FAMILY AND MEDICAL LEAVE POLICY

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), the School District will provide up to 12 weeks of unpaid leave (or up to 26 weeks for the care of a service member) for employees eligible for such leave. The following policy outlines the basic requirements for obtaining leave, the amount of leave that may be taken, and how the leave relates to other time off provided by the District.

Eligibility:

Employees who have at least 12 months of service in the District and who have worked at least 1,250 hours in the 12 months preceding the date that requested leave is to begin are eligible for family/medical leave. Employees who do not satisfy these requirements are not eligible for family/medical leave, but may be eligible for other unpaid leave in accordance with District policy.

FMLA provides eligible employees with up to 12 weeks in a twelve-month period (and in some cases up to 26 weeks) of unpaid, job-protected leave for the following reasons:

1. To care for a newborn child as long as leave is completed by the child's first birthday.
2. Placement of a child for adoption or foster care so long as the leave is completed by one year following initial placement;
3. To care for a spouse, child (under 18 years of age unless mentally or physically disabled) or parent of an employee who requires such care because of a serious health condition, or,
4. Because the employee has a serious health condition which renders him or her unable to perform his or her job, including any work-related illness or injury.
5. Because of any qualifying exigency (as defined by the Department of Labor) arising from the fact an employee's spouse, child, parent is on covered active duty or has been notified of an impending call or order to active duty in the Armed Forces. A "qualifying exigency" includes: (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; and (h) additional activities related to a family member's call to covered active duty where the employer and the District may agree to the leave. The FMLA defines "covered active duty" for a member of a regular component of the Armed Forces to mean duty during the deployment of that member to a foreign country. In the case of a member of a reserve component of the Armed Forces, "covered active duty" means duty during the deployment of that member to a foreign country or an order to active duty.

Adopted by the Windham School Board, May 4, 2010

1 of 6

FAMILY AND MEDICAL LEAVE POLICY

(continued)

6. Subject to the provisions of the FMLA, an eligible employee who is the spouse, child, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member. The “single twelve (12) month period” begins on the first day the employee takes military caregiver leave and ends twelve (12) months after that date.

A serious health condition is defined as an “illness, injury, impairment, or physical or mental condition” that requires either inpatient care (in a hospital, nursing home or hospice) or at least continuing treatment by a health care provider.

If a husband and wife both work for the district, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave or combined total of 26 weeks to care for a covered injured or ill service member within a twelve (12) month period.

A husband and wife are limited to a combined total of twenty-six (26) work weeks of FMLA leave during a single twelve (12) month period if the leave is for: (a) the care for a covered service member with a serious illness or injury; or (b) a combination of leave to care for a covered service member and leave for another FMLA purpose.

Health and Other Insurance Benefits

Employees are entitled to receive health benefits (e.g., medical, dental etc) during the leave at the same level and terms of coverage as if they had been working throughout the leave. The employee is responsible for their portion of all insurances while on FMLA leave and must make timely premium payments to maintain the coverage. If the employee does not return from FMLA leave, the District is entitled to collect all premiums paid during the FMLA leave from the employee.

It may be necessary for the employee to continue other benefits as well, such as disability or life insurance, in order to be entitled to the same coverage upon return from leave. Employees will be required to pay premiums for any coverage, which must be continued during the leave.

Notice of Leave:

Employees seeking leave ordinarily must provide the District at least 30 days notice if the need for leave is foreseeable. If an employee does not provide at least 30 days notice, an explanation must be provided as to why insufficient notice was given. The District may either permit the employee to begin the leave as requested or deny the leave until 30 days after the notice is provided.

2 of 6

Adopted by the Windham School District, May 4, 2010

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FAMILY AND MEDICAL LEAVE POLICY

(continued)

In the event an employee requires leave for a foreseeable qualifying exigency because a spouse, child, or parent of an employee is called to active duty (or is notified of an impending call or order to active duty), an employee shall provide the District with such notice as is reasonable and practicable.

Congress created special rules for teachers who must take family/medical leave either intermittently or toward the end of a school term. (See 29 C.F.R. §§ 825.600 through 825.604). For example, in certain circumstances teachers requesting family medical leave toward the end of the term may be required to remain on leave until the end of the academic term. Additionally, certain other rules apply for teachers requesting intermittent or reduced schedule family medical leave. Teachers should see the Human Resource Director for a detailed explanation of these rules.

Calculating FMLA Leave:

The District will measure the 12 month period as a rolling 12 month period measured backwards from the date an employee uses any leave under this policy. Each time an employee takes leave, the district will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave; with the balance remaining being the amount the employee is entitled to take at that time.

As previously indicated in this Policy, an employee may take up to twenty-six (26) weeks of family medical leave to care for a covered service member during a single twelve (12) month period. For the purpose of calculating an employee's eligibility for the military caregiver leave, a "single twelve (12) month period" begins on the first day the employee takes military caregiver leave and ends twelve (12) months after that date. An employee may not carry over any unused military caregiver leave and such leave is provided only on a per-service member, per-injury basis.

Certification of Need for Leave:

Each employee requesting family/medical leave due to a medical condition of the employee, spouse, child or parent must provide certification from a health care provider which sets forth:

1. The name, address, telephone, number, and fax number of the health care provider and type of medical practice/specialization;
2. The approximate date on which the serious health condition commenced, and its probable duration;

FAMILY AND MEDICAL LEAVE POLICY

(continued)

3. A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave. Medical facts may include symptoms, diagnosis, hospitalization, or other such information as provided by the FMLA.
4. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability;
5. If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member;
6. If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;
7. If an employee requests leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and
8. If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member and an estimate of the frequency and duration of the required leave.

The employee must provide a medical certification meeting the above-referenced criteria from the employee's medical care provider within fifteen (15) days of the District's request for certification. Optional forms are available from the Human Resource Department. In the event the employee fails to return the medical certification within fifteen (15) days after the District's request, the District may deny the employee leave in accordance with the regulations implementing the FMLA."

4 of 6

Adopted by the Windham School District, May 4, 2010

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FAMILY AND MEDICAL LEAVE POLICY

(continued)

Leave Use during FMLA

The District does require employees to use accrued vacation, sick and personal time during FMLA leave in accordance with district policies for leave usage.

Intermittent Leave:

An employee taking family/medical leave due to the serious medical condition of a spouse, a child, a parent, covered service member or their own serious medical condition, may take leave intermittently or on a reduced-schedule basis. Employees taking family/medical leave for any other reason are not entitled to leave on an intermittent or reduced-schedule basis. When necessary, an employee on intermittent or reduced-schedule leave may be transferred to another position, with no loss in pay or benefits, which will more easily accommodate the need for leave. Teachers who would be absent more than 20 percent of the time on intermittent leave also may be required either to transfer to another position or to take leave non-intermittently.

An employee may take such intermittent or reduced schedule leave due to a qualifying exigency (as defined by the Department of Labor) arising from the fact an employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Returning to work:

At the beginning of the family/medical leave, the employee is to inform the District of his/her expected return date. At the end of the FMLA leave, the employee will be reinstated to the same or equivalent position occupied before the leave began. An equivalent position is one that is similar in terms of pay, benefits and terms of conditions of employment. Under certain conditions "key employees" may not be reinstated to the same or similar position.

If the employee takes leave due to his/her own serious medical condition, he/she will be required to present a medical certification of his/her fitness for duty before being permitted to return. Unless the employee provides either a certification of the employee's fitness for duty or a new medical certification for a serious health condition at the time FMLA leave is concluded, the employee may be terminated." See 29 C.F.R. § 825.313(d).

FAMILY AND MEDICAL LEAVE POLICY

(continued)

Certification of Leave Taken Because of a Qualifying Exigency:

Employees requesting FMLA leave because of a qualifying exigency caused by a covered family member's call to active military duty with the Armed Forces must provide documentation of such order to active service and may include active duty orders or other documentation issued by the military that indicates the covered military family member is on active duty, or called to active duty, in support of a contingency operation and the dates of the active duty service. For any other type of qualifying exigency, the District may require an employee provide certification or other such documentation to the extent permitted by the FMLA.

**Certification for Leave Taken to Care for a Covered Service Member
(Military Caregiver Leave)**

Employees requesting FMLA leave to care for a covered service member with a serious injury or illness must obtain a certification completed by an authorized health care provider (as provided for by 29 C.F.R. § 825.310) for the covered service member. The District may request such information from the covered service member's health care provider to the extent permitted by the FMLA in order to establish an employee's eligibility for FMLA leave.

* The FMLA defines "covered service member" as a: (1) of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or (2) a veteran of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of duty and who was a member of the Armed Forces at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Reviewed: June 2004

Revised: July, 1998

Adopted by the Windham School District, May 4, 2010

6 of 6

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ADMINISTRATIVE STAFF RECRUITING

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

First consideration will be given to those applicants seeking permanent rather than temporary employment.

All teachers must be recommended by the Superintendent and approved by the School Board.

The Superintendent shall ensure a thorough check is made of the candidate's prior record, prior to nomination to the Board.

Statutory Reference:

RSA 189:13-a

RSA 189:39

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

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PROFESSIONAL STAFF HIRING

In accordance with RSA 189:39 and Item 1. Powers and Duties of School Boards, Regulations of the State Board of Education, the Superintendent is directed to present at least fifteen days prior to April 15, a listing of teacher nominations for re-employment for the coming year. This listing of teachers will include a salary itemization and the Board will act to elect teachers for the list of nominations and set the salaries without violating RSA 189:14 (a & b).

Statutory References:

RSA 189:39, How Chosen

RSA 189:14, Liability of District

RSA 189:14 (a), Failure to be Re-nominated or Re-elected

RSA 189:14 (b), Review by State board

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT
(Substitute Teachers)

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

Insofar as possible, the Principal or designee will call teachers on the substitute list for the grades and/or subjects for which they are listed. A teacher whose name does not appear on the substitute list may not be employed in the District except when specifically approved by the Superintendent. Principals will be responsible for seeing that the work of the substitute is as effective as possible and will provide him/her with a planned program.

See policy GBCD for Criminal History Records Check information.

SUBSTITUTES PAY

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

All part-time and substitute employees must undergo a Criminal History Records Check prior to any employment.

Statutory Reference:

RSA 189:13-a, School employee and volunteer Background Investigations

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF ORIENTATION

The Superintendent, or his/her designee, will provide for an annual orientation of all professional staff members.

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

Orientation of personnel new to the school system may extend over a longer period of time and may provide a broadly-based effort to supply information and background details which will improve the new teacher's understanding of the building principal or the immediate supervisor shall orient all teachers to formulate evaluation procedures.

All employees will also receive orientation in school safety procedures and crisis management. The Superintendent or designee will be responsible for providing the orientation.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

Certification is a condition of employment for all professional staff members. It is the responsibility of the staff member to review and maintain records of his/her status, as it relates to the New Hampshire Recertification Requirements, and date of certification expiration.

Each individual educator must purposefully seek to improve his/her knowledge and practice in accordance with the SAU 28 Professional Development Master Plan. The Professional Development Committee oversees the administration of the Professional Development Master Plan, which outlines opportunities for continuous improvement of both teacher instruction and student learning. Professional staff members are expected to gain knowledge in their content area(s) by incorporating best practices.

It shall be the responsibility of the Superintendent to implement appropriate professional development training and activities in accordance with the Professional Development Master Plan.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL ACTIVITIES OF TEACHERS

Professional activities of Teachers are incorporated in the Professional Development Master Plan.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The assignment and/or transfer of all instructional personnel will be upon the approval of the Board following the recommendation of the Superintendent. All such assignments and/or transfers will be in the best interest of the Schools in keeping with the training and experience of the personnel.

The responsibilities and duties of all instructional personnel will be established by the Superintendent in conjunction with the Principal.

Note: Assignment may be subject to specific terms of the Collective Bargaining Agreements.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

TEMPORARY ALTERNATE/TRANSITIONAL DUTY

In compliance with RSA 281-A:23-b, the School district will provide temporary alternative/transitional work opportunities to all employees temporarily disabled by a work-related injury or illness.

The District adopts the principle that it is important to provide meaningful work during the time of healing and strengthening following a work-related illness or injury; to retain the knowledge and expertise of the employee; and to maintain the dignity and respect of the employee associated with their respective positions.

Temporary Alternative/Transitional Duty is meant to be temporary and transitional in nature to return the employee back to full duty. This program will last as long as the employee continues to transition back to the position at full duty, but not longer than 18 months. Once the transition stops, the employee's supervisor and the human Resource Manager will reevaluate the temporary alternate/transitional program the employee is participating in.

This program is not intended to address those situations in which an employee has been deemed to be permanently disabled and unable to resume their previous position.

The provisions of this policy are intended to comply with RSA 281-A:23-b, alternative Work Opportunities as adopted into law on February 8, 1994, and LAB 504.04. To the extent that this policy is ambiguous or contradicts the RSA or DOL regulations, the language of the RSA or DOL regulations, the language of the RSA or DOL will prevail.

Adopted by WSB 11/2005

TEMPORARY ALTERNATE DUTY

Procedure

A) The injured employee shall have the treating physician complete the NH Workers' Compensation Medical Form (75 WCA-1), based on the findings during the initial examination. Upon completion, the injured employee will be responsible for returning the form to the Human Resources Manager.

B) The employee's supervisor and Human Resource Manager will work with the employee to facilitate a safe return to work program with limitations listed by the treating physicians. If a job description and/or an essential task analysis, is needed from the treating physician to determine limitations, the employee will notify the Human Resources Manager. The Human Resources Manager shall be responsible for providing the job description and/or an essential task analysis, to the treating physician. If necessary, the Human Resources Manager may contact the treating physician, with permission of the employee, if additional information is needed regarding the employee's limitation.

C) The employee will be responsible for obtaining an updated medical form completed by the treating physician following every medical appointment, but in no longer intervals than thirty days, and return the form to the Human Resources Managers.

D) Additional modifications will be made to the temporary alternate/transitional duty program as necessitated by the treating physician's NH Workers comp Medical Form. The Human Resources Manager will be responsible for reviewing the appropriateness of continuing the program or duty assignments as necessary.

E) Steps A through D may be repeated until such time as the employee is able to return to his/her normal position or has been deemed to be permanently disabled.

Adopted by WSB 11/2005

PROFESSIONAL STAFF WORK LOAD

The responsibilities and duties of all permanent personnel will be established by the Superintendent in conjunction with the Principal.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

SUPERVISION OF INSTRUCTIONAL STAFF

Classroom visits are for several purposes: to encourage the growth and exchange of new ideas in teaching techniques and use of materials, to discover ways and means of coordinating the curriculum, to observe pupil conduct and pupil progress, to keep the administration informed about what is going on in the school program, and to evaluate teaching effectiveness, particularly as a basis for recommendation for re-appointment in the case of teachers in the probationary period.

Conferences between the principal/supervisor and teacher shall be held to promote the above purposes. Some conferences shall be formal and result in a written record. Informal conferences may occur frequently and will be summarized in the written record of the formal conference. The written record will be signed by both teacher and principal/supervisor, each of whom will retain a copy.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

EVALUATION OF PROFESSIONAL STAFF

The Superintendent will cause all professional staff to be evaluated as a basis for contract recommendations, which will be made annually to the Board between February 1 and April 10.

The performance evaluation model is designed around the standards for professional practice found in Charlotte Danielson's, Enhancing Professional Practice: A Framework for Teaching, district and building goals for improving teaching and learning; NH State Curriculum Frameworks; and, finally, the development of opportunities for reflection and dialogue between administrators and teachers.

Track I: New Teachers: This track engages staff, who are new to the district, in focused professional development opportunities often alongside mentor teachers and/or administrators. An environment is created that values professional learning, reflective practice and performance evaluation as keys to professional development. These teachers typically work from one year professional growth plans.

Track II: Professional Development: This track focuses on teachers having completed five years in the district. These teachers and administrators design a three-year professional growth plan that is consistent with their three-year cycle of recertification. As with all teachers, these members of our professional staff are also holding themselves to the Framework for Teaching standards. Individual goals and objectives are mutually agreed to for the three years with assessment procedures articulated as well. Individual goals are based on district and building improvement goals as are the activities and specific learning that are under taken as part of the plan for professional growth.

Track III: Teacher Assistance: This track provides organizational support and assistance to tenured teachers not meeting the teaching standards of the districts. The teacher assistance program demonstrates the district's commitment to quality teaching by providing a supported, structured and focused system of assistance. A teacher's performance is measured based on the standards for teaching established by the district and uses Danielson's Four Domains for Professional Competency as instruments for evaluating and measuring competency and as a basis for improvement during the assistance plan's duration.

The Superintendent will provide annual professional development to district administrators to ensure inter-rater reliability.

STEPS WITHIN THE EVALUATION MODEL

Goal Setting:

Within the first two months of school, building administrators meet with all non--continuing contract teachers to review their professional development expectations, professional and personal goals, professional portfolio collections, and set an evaluation timeline for the year. At this meeting, the administrators provide the teacher with copies of all evaluation forms. (Professional Goals Form)

Individual Goal Setting:

Within the first two months of school, building administrators meet with all teachers to develop an individual Professional Development Plan. Teachers write their goal statements, incorporate suggestions from administrators and identify areas of professional development in which to concentrate. This plan is based on the Standards for Effective Teaching and is designed to coincide with their three-year recertification process. (Professional Goals Form)

Formal Observations:

A minimum of one formal observation will be conducted before March 15 for non-continuing contract staff and a minimum of one for continuing contract staff in their third year of a professional growth plan. Each observation will be preceded by a pre-observation meeting with the teacher and administrator. The teacher will complete and be ready to discuss the Classroom Observation Pre-observation Form with the building administrator at this meeting. The Pre-observation meeting focuses on the planning and preparation used by the teacher for the lesson, references the lesson's tie to the NH Curriculum Frameworks, and focuses the evaluator on student learning during the observation. (Classroom Observation Pre-Conference form)

All formal observations will be followed by a post conference focused on constructive feed back, links to the domains found in Framework for Teaching, teacher reflection on the success of the lesson and suggestions for the next steps. (Classroom Observation form)

Post Observation Conference:

Post observation conferences are conducted within five working days of each of the observation. The purpose of this observation is to:

- 1) Review the lesson and its focus on student learning
- 2) Reinforce the strengths of the lesson and the teacher's performance
- 3) Identify areas that need improvement
- 4) Offer positive feedback to the teacher
- 5) Review the teacher's professional development plan/portfolio

STEPS WITHIN THE EVALUATION MODEL
(continued)

- 6) Provide direction to the teacher to secure appropriate professional development opportunities
- 7) Provide opportunities for self-reflection

Classroom Walkthroughs

A minimum of four classroom walkthroughs will be conducted during each school year. These walkthroughs are approximately 5-7 minutes in length and focus on pre-determined observable behaviors. Written feedback on what was observed in the walkthrough will be provided to the educator within one school day.

Final Reviews/Summations:

Once all the scheduled observations and walkthroughs have been completed, non- continuing contract teachers (teachers in the first five years in the district) and teachers completing Year three of their professional development recertification cycle will receive a Summative Evaluation. A meeting is set up to discuss this evaluation with the building administrator and signed copies are forwarded to the Superintendent of Schools for review prior to nominating staff for the next school year.

(Summative Evaluation forms)

Continuing Contract teachers in Years One or Two of their professional development recertification cycle receive an Annual Review of Progress. A meeting is set up to discuss this evaluation with the building administrator and a signed copy is forwarded to the Superintendent of Schools for review prior to nominating staff for the next school year.

(Annual Review of Progress form)

Teacher Assistance Plan:

The Teacher Assistance Plan is designed to provide support and assistance to tenured teachers who are not meeting the district's teaching standards. The decision to move a teacher to an assistance plan is the responsibility of the immediate supervisor. The administrator identifies the concerns in writing and works with the teacher to set up a plan that 1) demonstrates the commitment of the district to continuous growth and professional development; 2) improves the performance of the teacher; and 3) implements a process which is positive and assists in professional growth.

(Teacher Assistance Plan form)

Statutory Reference:

RSA 189:14-a.

Revised: July, 1998

Adopted by WSB on September 19, 2011

PROFESSIONAL STAFF PROMOTION/RECLASSIFICATION

All personnel shall be notified, through several postings, of any opening of increased responsibility that might exist. As with all other opportunities in the District, the qualifications, performance and suitability of the applicant shall be the primary criteria for selection.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE

When the School Board finds it necessary to reduce the number of certified full time and/or part-time positions for reasons of declining enrollment, budget reductions, change in or consolidation of board authorized programs, or for any other reason determined necessary by the school board, the following Reduction In Force (RIF) policy will be implemented.

Notice

As soon as the reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the WEA and all other teachers in the specific classification(s) upon which it is contemplated a position will be eliminated.

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

Readiness through third grade; fourth through eighth grade; and all other certified personnel in the bargaining unit.

Procedures for determining Reduction in Force (RIF)

1. The school board will make every reasonable effort to minimize the effects in the Reduction in Force on the current staff by absorbing as many positions as possible through attrition (retirement, resignation, and refusal of contract).
2. Teachers whose continuing employment has been adversely affected shall receive layoff notices by March 31st.
3. A teacher whose position has been identified to be eliminated shall have the right to be offered a contract for the following year for a position for which the teacher is certified provided that a position becomes vacant and available prior to the commencement of the next school year. There will be no obligation on the part of the school board to offer a position to a teacher to be laid off if there is not known vacancy for the following school year for which the teacher is certified.
4. Teachers with less than three full years of successful experience in the Windham School district shall be initially reduced providing there are teachers on the staff to assume their present staff positions.

REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE
(continued)

5. In identifying which teachers to release, the school board shall, through the recommendations of the superintendent and other administrative staff, consider following factors: seniority, certification, academic preparation, and job performance. Seniority is defined as the total number of years of continuous, uninterrupted service as a member of the bargaining unit. Seniority for teachers on leave shall continue to accrue while on leave unless the leave is without pay. In such circumstances, the seniority will be put on hold until the teacher's return.
6. Teachers shall be recalled in reverse order of layoff for any position(s) within their certification.
 - a. Laid-off teachers shall be eligible for recall for a 26-month period following the first day of the subsequent contract year (after June 30).
 - b. Teachers shall be responsible for notifying the superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.
 - c. Teachers shall have 20 business days to respond to any recall notice.
 - d. No new employees shall be hired for any vacancy while there are laid-off personnel available to fill those positions. Vacancy includes positions where a bargaining unit member is on any type of long-term leave.
 - e. Teachers recalled shall retain previous seniority and other accrued contract benefits, such as accumulated leave,
7. Any transfer, assignments, or reassignments resulting from or involved with the reduction in staff will be made at the sole discretion of the superintendent after having received recommendations from other administrative staff. In the event a change of assignment or transfer is a result of the reduction in force, the teacher involved shall be notified of such change by May 15th.
8. Any teachers laid off due to a reduction in force, and having completed at least five continuous, uninterrupted years of service to the district (including any board approved leaves), shall be reimbursed 75% of his/her accumulated sick leave benefits based on an average salary of the previous five years up to a maximum of \$3,500. this payment shall be available to any individual at the conclusion of the twenty-six month recall period, given that they have not been offered, or returned to, full time teaching status in the district.

RESIGNATION OF INSTRUCTIONAL STAFF MEMBER

All staff members who sign a contract are expected to honor the contract.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Teachers shall be eligible for retirement in accordance with the regulations of the New Hampshire Retirement System and the prevailing professional agreement between the Windham Education Association and the School Board.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

NON-SCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

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

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

An employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time that s/he needs to fulfill the responsibilities of the position; nor will an employee use any District facilities, equipment, or materials in performing outside work.

An employee will confer with the Superintendent or his/her designee before accepting any outside employment, and will discuss impact of any outside employment on his/her employment with the District.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

PROFESSIONAL PERSONNEL CONSULTING

Each staff member is expected to restrict his/her outside work to his/her non-District paid hours.

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

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

TUTORING FOR PAY

No teacher may receive pay for tutoring one of his/her own pupils, unless it has been determined necessary and appropriate by the IEP team. A teacher should also avoid tutoring any child from his/her building. All questions regarding tutoring should be referred to the teacher's building principal.

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

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

SUPPORT STAFF HIRING

The Superintendent shall have the authority to hire non-certified staff subject to approval of the Board.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

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

All classified employees shall be encouraged to grow in job skills and to take additional training that will improve their skills on the job. It shall be the responsibility of all building Principals to assist in the training of custodians, clerks, and other classified employees assigned to their buildings.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

EVALUATION OF SUPPORT STAFF

It will be the responsibility of the Superintendent to implement appropriate support staff evaluation procedures.

Support staff shall be formally evaluated at least once per school year before May 1. District administrators shall be responsible for issuing employee evaluations and shall be accountable for evaluation conclusions and directives. Teachers and others may provide information and make recommendations, orally and in writing, to administrators concerning the performance, evaluation and employment status of bargaining unit employees.

The District shall provide copies of the evaluation form to employees at the beginning of the school year.

If in the judgment of the administration, deficiencies exist in the performance of an employee, the employee shall be notified.

Note: May be covered by Collective Bargaining agreements.

Revised: November, 1999

Revised: July, 1998

Adopted by WSB 11/2005

WORK RULES FOR STAFF

District employees are required to fulfill the responsibilities set forth in their contract, in other policies established by the School board, and in regulations established by the employee's principal, provided such regulations have been approved by the Superintendent. Such policies and regulations will be made available in writing to district employees. A copy of the School Board Policy handbook will be provided in each school principal's office and the SAU office. Regulations established by each principal will be distributed to the employees in their respective buildings.

Adopted by WSB 11/2005

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TEMPORARY ALTERNATE/TRANSITIONAL DUTY

In compliance with RSA 281-A:23-b, the School District will provide temporary alternative/transitional work opportunities to all employees temporarily disabled by a work-related injury or illness.

The District adopts the principle that it is important to provide meaningful work during the time of healing and strengthening following a work-related illness or injury; to retain the knowledge and expertise of the employee; and to maintain the dignity and respect of the employee associated with their respective positions.

Temporary Alternative/Transitional Duty is meant to be temporary and transitional in nature to return the employee back to full duty. This program will last as long as the employee continues to transition back to the position at full duty, but not longer than 18 months. Once the transition stops, the employee's supervisor and the Human Resources Manager will reevaluate the temporary alternate/transitional program the employee is participating in.

This program is not intended to address those situations in which an employee has been deemed to be permanently disabled and unable to resume their previous position.

The provisions of this policy are intended to comply with RSA 281-A:23-b, Alternative Work Opportunities as adopted into law on February 8, 1994, and LAB 504.04. To the extent that this policy is ambiguous or contradicts the RSA or DOL regulations, the language of the RSA or DOL regulations will prevail.

Adopted by WSB 11/2005

Procedure

- A) The injured employee shall have the treating physician complete the NH Workers' Compensation Medical Form (75 WCA-1), based on the findings during the initial examination. Upon completion, the injured employee will be responsible for returning the form to the Human Resources Manager.
- B) The employee's supervisor and Human Resources Manager will work with the employee to facilitate a safe return to work program with limitations listed by the treating physicians. If a job description and/or an essential task analysis, is needed from the treating physician to determine limitations, the employee will notify the Human Resources Manager. The Human Resources Manager shall be responsible for providing the job description and/or an essential task analysis, to the treating physician. If necessary, the Human Resources Manager may contact the treating physician, with permission of the employee, if additional information is needed regarding the employee's limitation.
- C) The employee will be responsible for obtaining an updated medical form completed by the treating physician following every medical appointment, but in no longer intervals than thirty days, and return the form to the Human Resources Manager.
- D) Additional modifications will be made to the temporary alternate/transitional duty program as necessitated by the treating physician's NH Workers Comp Medical Form. The Human Resources Manager will be responsible for reviewing the appropriateness of continuing the program or duty assignments as necessary.
- E) Steps A through D may be repeated until such time as the employee is able to return to his/her normal position or has been deemed to be permanently disabled.

Adopted by WSB 11/2005