

# Oyster River Cooperative School District, SAU #5

## Employee Handbook

2019-2020



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

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## **FOREWORD**

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

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

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

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

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

### **Equal Employment Opportunity Statement**

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

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

## WORKPLACE EXPECTATIONS

### Confidentiality

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

We expect employees to protect all personal and confidential information at all times.

### Attendance and Punctuality

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

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

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

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

### Inclement Weather Day Protocol

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

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

## **Employee Dress Code**

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

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

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

## **Sustainability Committee**

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

## **Miscellaneous Information**

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

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

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

**OYSTER RIVER COOPERATIVE SCHOOL DISTRICT  
SCHOOL CALENDAR**

**2019-2020**

**Approved School Board: December 19, 2018**

Deliberative Session: February 4, 2020\*

Voting Day: March 10, 2020\*

\*Subject to Change

**AUGUST/  
SEPTEMBER 2019**

M	T	W	Th	F
<b>TW</b>	<b>TW</b>	△	29	30
X	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

S(23)  
T(25)

**OCTOBER 2019**

M	T	W	Th	F
	1	2	3	4
7	8	9	10	<b>TW</b>
X	15	16	17	18
21	22	23	24	25
28	29	30	31	

S(21)  
T(22)

**NOVEMBER 2019**

M	T	W	Th	F
				*1
4	5	6	7	<b>TW</b>
X	12	13	14	15
18	19	20	21	22
25	26	X	X	X

S(16)  
T(17)

**DECEMBER 2019**

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
X	X	X	X	X
X	X			

S(15)  
T(15)

**JANUARY 2020**

M	T	W	Th	F
		X	2	3
6	7	8	9	10
13	14	15	16	17
X	21	22	*23	24
<b>TW</b>	28	29	30	31

S(20)  
T(21)

8/26, 8/27 ..... Teacher Workshop Days  
 8/28..... 1st Day for All Students  
 9/2..... Labor Day Observance  
 9/3..... 1st Day Preschool  
  
 10/11..... Teacher Workshop -  
 (Parent/Teacher Conference Gr K-5)  
 10/14..... /Indigenous Peoples  
 /Columbus Day

11/8 ..... Teacher Workshop  
 11/11..... Veterans' Day  
 11/27 - 11/29... Thanksgiving Recess

12/23 - 1/1..... Holiday Recess

1/20..... Martin Luther King Day  
 1/27 ..... Teacher Workshop

2/24 - 2/28 ..... Winter Recess

3/20..... Teacher Workshop

4/27 - 5/1..... Spring Recess

5/22 ..... Teacher Workshop  
 5/25..... Memorial Day

TBD..... ORHS Graduation  
 6/22..... With 5 Built In - Snow Days

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

**TW** Teacher District Workshop Days  
*(no school for students)*

**X** School Closed - Holiday/Vacation

\* End of Quarter

**SD** Snow Days (5 Built in)

**Anticipated last day for students is 6/22. The calendar allows for five school cancellation days. If less or more than five days are needed to cover cancellations, the schedule will be adjusted accordingly.**

**FEBRUARY 2020**

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
X	X	X	X	X

S(15)  
T(15)

**MARCH 2020**

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	<b>TW</b>
23	24	25	26	27
30	31			

S(21)  
T(22)

**APRIL 2020**

M	T	W	Th	F
		1	2	3
*6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
X	X	X	X	

S(18)  
T(18)

**MAY 2020**

M	T	W	Th	F
				X
4	5	6	7	8
11	12	13	14	15
18	19	20	21	<b>TW</b>
X	26	27	28	29

S(18)  
T(19)

**JUNE 2020**

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	<b>SD</b>	<b>SD</b>	<b>SD</b>	<b>SD</b>
<b>SD/△</b>				

S(11)  
T(11)

**178 Student Days**

**185 Teacher Days**

## Payroll Dates 2019-2020



Oyster River Cooperative School District payroll is done on a bi-weekly basis; every other Friday. Checks are distributed to the buildings on pay dates. Direct deposit is available to all employees and employees are encouraged to receive pay statements via email. If you have any questions about your checks, please contact Michelle Loring in Payroll at ext 2011.

1. July 12, 2019	14. January 10, 2020
2. July 26, 2019	15. January 24, 2020
3. August 9, 2019	16. February 7, 2020
4. August 23, 2019	17. February 21, 2020
5. September 6, 2019	18. March 6, 2020
6. September 20, 2019	19. March 20, 2020
7. October 4, 2019	20. April 3, 2020
8. October 18, 2019	21. April 17, 2020
9. November 1, 2019	22. May 1, 2020
10. November 15, 2019	23. May 15, 2020
11. November 29, 2019	24. May 29, 2020
12. December 13, 2019	25. June 12, 2020
13. December 27, 2019	26. June 26, 2020

### Guild Member's End of the Year Pay

There will be 26 pay checks in the 2019-2020 school year. The final 5 in 1 check for the Guild members will be on June 26, 2020 as usual, all insurance premiums for summer coverage will be deducted from this check.

### Payment of Wages

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

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

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

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



## **Time Reporting**

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

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

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

## **Meal/Rest Periods**

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

### **Mandatory Meal Period**

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

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

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

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

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

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

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

## **Deductions**

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

## **Work Day**

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

## **Part-Time Employees**

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

## District Department Listing

<b>SAU Office and other Departments</b>		
<b>SAU Office 36 Coe Drive, Durham, NH 03824</b>		<b>868-5100</b>
<b>Title</b>	<b>Name</b>	<b>Ext #</b>
Superintendent	Dr. James Morse	2001
Asst. Superintendent	Todd Allen	2007
Business Administrator	Susan Caswell	2003
Director of Special Services	Catherine Plourde	2006
Director of Accounting	Tim Gehling	2010
Asst. to Superintendent	Wendy DiFruscio	2002
Asst. to Director of Special Services	Janet D'Amore	2005
HR Coordinator	Theresa Proia	2004
Payroll Specialist	Michelle Loring	2011
Accounts Payable	Sabrina Lichtenwalner	2009
<b>Facilities Building 33 Coe Drive, Durham, NH 03824</b>		<b>868-5100</b>
Facilities Director	Jim Rozycki	2402
Facilities Secretary	Alice Moriarty	2401
Custodial Supervisor	Jamie Pageau	2403
Director of Child Nutrition	Doris Demers	2012
IT Director	Josh Olstad	2501
Asst. Network Administrator	Jon Koelker	2503
System Administrator	Ryan Moriarty	2507
IT Specialist	Sue Johnson	2502
IT Specialist	Bob McCann	2504
IT Specialist	Bruce Stocker	2505
IT Specialist/Production Svcs Engineer	Alexander Taylor	2403
<b>Transportation Office 48 George Bennett Rd. Lee, NH 03861</b>		<b>868-1610</b>
Director of Transportation	Lisa Huppe	2602
Dispatcher/Asst. to the Director	Nancy Clavette	2601
<b>Oyster River High School 55 Coe Drive, Durham, NH 03824</b>		<b>868-2375</b>
Principal	Suzanne Filippone	6001
Admin Assistant to Principal	Debbie Jabre	6002
<b>Oyster River Middle School 1 Coe Drive, Durham, NH 03824</b>		<b>868-2820</b>
Principal	Jay Richard	5003
Admin Assistant to Principal	Denise Diharce	5002
Admin Assistant to Principal	Laurie Gaylord	5001
<b>Mast Way School 23 Mast Road, Lee, NH 03861</b>		<b>659-3001</b>
Principal- Interim	Misty Lowe	3301
Admin Assistant to Principal	Cynthia Seaman	3300
<b>Moharimet School 11 Lee Road, Madbury, NH 03823</b>		<b>742-2900</b>
Principal	David Goldsmith	4303
Admin Assistant to Principal	Helen Holmes	4302
<b>School Based Directors</b>		
<b>Oyster River High School</b>		
<b>Title</b>	<b>Name</b>	<b>Ext #</b>
Athletic Director	Andy Lathrop	6007
Admin Assistant to AD/Auditorium Coord	Stacy Libby	6038
Assistant Special Ed Director	Melissa Jean	6034
<b>Oyster River Middle School</b>		
Assistant Special Ed Director	Andrea Biniszkievicz	5007
<b>Mast Way/Moharimet Elementary Schools</b>		
Assistant Special Ed Director for MW & MOH	Brian Ryan	?

## EMPLOYEE CLASSIFICATIONS

### Employment at Will

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

### Collective Bargaining Units

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

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

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

**SAU, Maintenance and Grounds, Fac. Secretary, Dispatcher and IT Staff Members**

These positions are year-round, 260 days per year. SAU, IT, and Dispatchers work 37.5 hours per week, Maintenance and Grounds staff members work 40 hours per week, Facilities Secretary works 22.50 hours per week.

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

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

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

**LTD:** District pays 100%.

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

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

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

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

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

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

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

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

**Medical:** 95% the cost of a single Access Blue New England medical plan. Opt-out dollars are \$3200 if hired before 7-1-09 and \$1000 if hired after 7-1-09.

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

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

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

**Wages:**

**Tutors and Intervention Specialists** that are not certified are paid at 84% of the BA Step 1, plus .10 cents per hour for every year in the District in this capacity. Those that are certified are paid at 89% of the BA Step 1, plus .10 cents per hour for every year in the District in this capacity (.05 cents for part-time).

**Speech and Language Assistants** (Lic/Cert SLAs) paid at 79% of the BA Step 1, plus .10 cents per hour for every year in the District in this capacity (.05 cents for part-time).

**LPN's** wages are based on experience.

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

**Food Service Managers**

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

**Food Service Secretary, Resident Substitute RN and Crossing Guards.** No benefits offered for these part-time positions.

## **BENEFITS**

### **District Holidays**

The District office will be closed for the following holidays:

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

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

### **Vacation**

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

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

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

### **Sick Leave**

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

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

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

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

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

## **Personal Leave**

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

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

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

## **Bereavement Leave**

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

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

## **Jury Duty**

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

## **Voting Time**

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

## **Election Leave**

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

## **Medical and Dental Insurance**

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

Employees have up to 30 days from their date of hire to make medical and dental plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the plan document, allow employees to make mid-year changes in coverage if they experience a “qualifying event”. Please contact Human Resources within 30-days of the event to determine if a family status change institutes a “qualifying event” under the Plan document and IRS regulations.

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

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

## **Domestic Partners**

Domestic partners are persons who:

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

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

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

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

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

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

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

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

## **Group Life Insurance**

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

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

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

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

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

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

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

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

## **Workers' Compensation Benefits**

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

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

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

## **UNH Tuition Waiver Program**

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



## **Performance Evaluations**

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

## **Track Changes for Guild Members**

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

1. Notify the Superintendent, in writing, of anticipated track change by November 30<sup>th</sup> of the year prior to the change. For example, notification received by November 30, 2016, would be an indication that you anticipate a track change in the 2018-2018 school year.
2. When the required hours have been met, notify the HR Coordinator in writing. Once your hours have been verified, the track change will be processed. When a track change is due to coursework or an awarded degree, a copy of the "official" transcripts indicating the degree must be received by the HR Coordinator prior to processing the track change. The track change will be dated the day the official transcripts are received by the SAU office.

## **Employee Personnel Files**

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

## **DISTRICT POLICIES and/or PROCEDURES**

**Mandatory policies that new employees are required to review are listed below and included in their entirety at the back of the handbook as appendices. We have also listed condensed versions of some of our other policies related to staff members throughout this handbook; full versions of these policies can be found on our website under the School Board tab.**

- Appendix I: Policy **GBA - Equal Opportunity Employment**
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## **Background Investigation and Criminal Records Check** (as per policy GBCD which is summarized below)

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

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

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

## **Employment Application Information**

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

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

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

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

## **Blood Borne Pathogens**

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

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

## **Lactation/Breastfeeding**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Oyster River Cooperative School District will designate a room as noted for this purpose. A small refrigerator reserved for the

specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Principal's Secretary. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

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

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

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

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

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

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

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

Theresa Proia is the ADA Coordinator for the District.

### **Violence in the Workplace**

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

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

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

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

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

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

### **Military Leave of Absence**

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

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

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

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

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

# SAFETY

## Statement of Safety Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Separation of Employment**

### **Return of District Property**

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

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

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

### **Re-hire**

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

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

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

# Appendices I - VIII

## DISTRICT POLICIES and/or PROCEDURES

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

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## Employee Handbook Acknowledgment and Receipt

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE