MANCHESTER SCHOOL DISTRICT EMPLOYEE HANDBOOK

 

**Employee Handbook**

2017-18

Teachers, Support Staff, Supervisory Staff, Administrators

**Manchester School District**

**195 MacGregor Street Suite 201, Manchester, NH 03103**

[**www.mansd.org**](http://www.mansd.org)

**DEMOGRAPHICS OF MANCHESTER**

**The Manchester School District:**

* **employs approximately 1300 people.**
* **teaches approximately 14,000 students.**
* **contains 22 school sites: 4 high schools, 4 middle schools, and 14 elementary schools.**
* **includes students from 40 countries speaking 80+ languages.**
* **provides meals (breakfast and lunch) for 57% of its students.**

**The City of Manchester:**

* **has a population of approximately 110,000.**
* **is built around the Merrimack River.**
* **was a mill city, producing textiles.**

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**Employee Acknowledgment**

***(To be signed and returned to the district office.)***

I hereby acknowledge that it is my responsibility to access the ***Manchester Employee Handbook***online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the “District Board Policies”. The *Employee Handbook* and the Board Policies can be located on the District’s website at <http://www.mansd.org>. The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an employee unless specifically addressed for those employees covered by Part II. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as name change, phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle).

If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(This page shall be placed in the employee’s personnel file. After the employee ends employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)***

**Philosophies**:

The employees of the Manchester School District are our most important asset. A well-trained, caring and supportive staff is the role model for students and the community.

The Administration of the Manchester School District maintains an open-door policy regarding staff concerns.

All employees should feel secure from retribution from administrator or a manager/director when a grievance has been initiated, during a conversation of professional courtesy, or presenting a staff concern.

Employees must refer to their own contracts for grievance procedures.

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**District Emergency Procedures**

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

~The School District will utilize Nixle Messaging that will notify all staff and parents who subscribe by text/email of school closures.

~Local television and radio stations will also be notified by 5:45 a.m. or as soon as practicable.

~Please check the following if you do not receive a text or an email:

**\*School District Website**: [www.mansd.org](file:///C%3A%5CUsers%5CSue%5CDownloads%5Cwww.mansd.org)

**\*Television Channels:** WMUR (9), WBIN (Comcast 18, Direct TV 50)

**\*Radio Stations:** WZID (95.7 FM), WMNH (95.3 FM), WGIR (101.1 FM)

Employees are encouraged to monitor these TV and radio stations.

**Security**

**In case of an emergency call: 603-**

**Each school has a crisis committee with an emergency plan that follows the District Emergency Response Plan. Employees must have access to the school’s emergency plan and the roles of the crisis committee.**

**Safe and Drug Free Zones**

**Each school in Manchester is has a safe school zone that encompasses an area of one thousand feet around the school property and in or adjacent to school buses. This zone does not allow drugs or alcohol of any kind, including nicotine products, to be consumed, including in cars. Offenders can be fined $100 or more and face court time. An act of theft, destruction or violence can face extended term of imprisonment. (**[**RSA 193-B&D Title XV Education**](https://www.education.nh.gov/instruction/integrated/safe_schools_laws.htm)**)**

**My school’s Emergency Plan is located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**My school’s Crisis Committee members are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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[**District Academic Calendar**](https://docs.google.com/viewer?a=v&pid=sites&srcid=bWFuc2Qub3JnfG1hbmNoZXN0ZXJzZHxneDoyMzZhZmZhYjdhMWJlZDZi)

**Part 1 All Employees**

**Section 1 PREAMBLE AND DEFINITIONS**

**1.01 About this Handbook**

A. Employees Covered: This *Handbook* is provided as a reference document for the Manchester School District’s (hereinafter referred to as “District”) Teachers, support staff, supervisors and administrative employees.

B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Board Policies are on the MSD website at ***www.mansd.org***. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of New Hampshire, New Hampshire State Administrative Code and the policies of the Manchester Board of School Committee.

**1.02 Definitions**

A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § XXIII Ch. 275:42 VI, NH Labor laws, and other supervisory administrative personnel designated by the District.

B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a verbal or written reprimand.

D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

 1. Regular Full-time Employee: Regular full-time employees are defined as one who works thirty (30) or more hours per week for a school year.

 2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than twenty-nine (29) hours per week.

 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Education rules and regulations.

 1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees.

 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

 3. Seasonal employees performing non-exempt duties shall be paid the starting hourly rate based on the classification of work.

F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.

G. Supervisor: Supervisors are those who oversee or direct the work of others. The District will identify the individual employee’s supervisor on the employee’s job description.

H. Teacher: Teachers are defined as persons hired under a contract under the Manchester Education Association Collective Bargaining Agreement.

I. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

J. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include a voluntary retirement, voluntary resignation, separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

**1.03 General Personnel Policies**

This *Employment Handbook* is subservient to, and does not supersede the provisions set forth in District policies.

**SECTION 2 EMPLOYMENT LAW**

**2.01 Employment of Minors**

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

**2.02 Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of New Hampshire or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the New Hampshire Fair Employment Act from current employees must be made in writing in accordance with District policy.

[Manchester Personnel 207](https://docs.google.com/document/d/1xW2LdyxGs-9RBvzNIgp54VvRnBPiTfkvLEzqWosEdiE/pub)

**2.03 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

**2.04 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA].

**2.05 Family and Medical Leave Act**

A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the Handbook as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: [http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf](http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf%20) . See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP’T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, *available at* <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP’T OF LABOR, *Designation Notice (Family and Medical Leave Act), available at* <http://www.dol.gov/whd/forms/WH-382.pdf>. *See* 29 C.F.R. § 825.300(d).

**2.06 Immigration Law Compliance**

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

**2.07 Discrimination and Harassment**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

A. Unwelcome sexual advances, comments or innuendos; requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

[Manchester Personnel 102](https://docs.google.com/document/pub?id=1dBj85ZjMjnTOFvbfSypZ0pjeTX_2SU7Ta4nx_jcbkuI)

B. Physical or verbal abuse;

[Manchester Personnel 209](https://docs.google.com/document/d/1YsNZNxNwiswpWDecqDYHN3Ozn0M0gdkzjRPc9pyt7vo/pub)

C. Taunting based on personal characteristics described above intended to provoke an employee; jokes, insults or slurs directed toward the protected groups set forth above (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks)*;

[Manchester Personnel 208](https://docs.google.com/document/d/1bSPAC31EJSefZ-oNHx_b9uz4piJEPsqhYcxuixICRxw/pub)

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures at [***www.mansd.org***](file:///C%3A%5CUsers%5CSue%5CDownloads%5Cwww.mansd.org). All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee’s job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor or the Human Resources Director. Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

**SECTION 3 GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

**3.01 District Expectations**

The District expects its employees to produce quality work, maintain confidentially, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

[Manchester Personnel 208 Ethics](https://docs.google.com/document/d/1bSPAC31EJSefZ-oNHx_b9uz4piJEPsqhYcxuixICRxw/pub)

**3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury, even if the incident was committed by a child. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker’s Compensation section of this *Handbook* on page 31.

[Form Link](https://drive.google.com/drive/folders/0B8mxRIHL-HdvTi01UV9xRF9DYkU) (Must be connected to MANSD gmail to open this link through Google)

**3.03 Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee’s supervisor/building administrator and as further specified in their Collective Bargaining Agreement, or other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee’s supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee’s scheduled day must be accounted for in Aspen using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

[Manchester Personnel 201](https://docs.google.com/document/pub?id=1F6iHB-RvhLwIAH8oqjR697AS7MENuEE6tr3Y6avlRto)

**3.04 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. The various Associations will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law.

**3.05 Child Abuse Reporting**

A. Any school employee who has reasonable cause to suspect that a child has been abused or neglected or who has reason to believe that a child has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report it immediately by calling 1-800-894-5533 or 603-271-6556 or FAX to 603-271-6565.

B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the DCYF of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

[NH RSA 169-C:29](http://www.gencourt.state.nh.us/rsa/html/xii/169-c/169-c-mrg.htm)

### 3.06 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District’s effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

1. Electronic Communications:

 [Manchester Personnel Policy 202](https://docs.google.com/document/d/1EHSxCfzR7z2trrIPERSF4rU5FZBywxTschqNP4M_efw/pub)

1. User Responsibilities:

[Manchester Students 129.1](%20https%3A/docs.google.com/document/d/1B6cQLygNQoaS-_JB7eC1wymCeh_tXwCYKS1fxvSx2qg/pub)

1. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

 The following definitions apply for purposes of this section on Electronic Communication with Students:

 “Authorized Personnel” includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a campus principal.

 “Communicate” means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee’s personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

 “Electronic media” includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, SnapChat™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

1. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

* + 1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).

* + 1. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.

* + 1. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page

(“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.

* + 1. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

* + 1. The employee shall not communicate with any student between the hours of 8 p.m. and 8 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

* + 1. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.

* + 1. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:

* + - 1. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.

* + - 1. confidentiality of student records.
			2. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.

* + - 1. upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

* + - 1. an employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

1. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

* + 1. Confidentiality of student records.

* + 1. Confidentiality of other District records, including educator evaluations and private email addresses.
		2. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.

* + 1. Prohibition against harming others by knowingly making false statements about a colleague or the District.

1. Personal Web Pages**:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

1. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### 3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law (FERPA) unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

[Manchester Personnel 104](https://docs.google.com/document/pub?id=1JFFJFEdSGWhNzrZt6tQw-U-NFH_TNtdSoK68INkzi44)

### 3.08 Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee’s position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

### 3.09 Contracts and Conflict of Interest

No employee may participate in, negotiate, bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part.

### 3.10 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the district office and Board policy.

### 3.11 Criminal Background Checks

All individuals applying for a position with the District are required to file in writing, in advance of employment, on forms provided by the District, a statement identifying whether the applicant:

1. Has been convicted of a misdemeanor or felony in this state or any other state or country; and

1. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or nonrenewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment. Additionally, all persons applying for any position shall be required to:

* 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.

* 1. Submit to criminal history records checks to be conducted by the Human Resources Department.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

[RSA 189:13-a](http://www.gencourt.state.nh.us/rsa/html/XV/189/189-13-a.htm)

[Manchester Personnel 103](https://docs.google.com/document/d/1hyIMFyR0LyPTrIbyWMsH3_oQOd084yASAU_MAe6LZlU/pub)

### 3.12 Criminal record Reporting Obligation

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for an offense that involves the following:

1. crimes involving school property or funds;

1. crimes that occur wholly or in part on school property or at a school-sponsored activity;

[RSA 189:14-d](http://www.gencourt.state.nh.us/rsa/html/xv/189/189-14-d.htm)

The requirement to report a conviction or deferred adjudication shall not apply to misdemeanor or traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action.

Conviction of a non-felonious crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a non-felonious crime during employment with the District:

1. the nature of the offense;

1. the date of the offense;

1. the relationship between the offense and the position to which the employee is assigned.

For any employee who is convicted of a felony other than those which mandate termination, the District shall have discretion to terminate that individual’s employment or to non-renew his/her contract, in accordance with all applicabe state laws and Collective Bargaining Agreements procedures.

Nothing herein shall prohibit the District from placing an employee on paid administrative leave or from suspending an employee based upon an arrest, indictment or conviction.

[Manchester Personnel 103 (for Volunteers)](https://docs.google.com/document/d/1hyIMFyR0LyPTrIbyWMsH3_oQOd084yASAU_MAe6LZlU/pub)

### 3.13 District Property

The District shall supply an employee with equipment or supplies to assist the employee in performing his/her job duties.

All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee’s last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

### 3.14 Drug-, Alcohol-, and Tobacco-Free Workplace

The District seeks to provide a safe drug-free workplace for all of its employees.

1. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in New Hampshire Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge.

1. Consequence for Violation: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. See Board policy. Compliance with the District’s policies and rules is mandatory and is a condition of employment.

[Manchester Personnel 107](%20https%3A/docs.google.com/document/pub?id=1cw80Rdu5UaOA0N2hgVM5TPzOijntOi2TgaV5NkkAcdw) Tobacco Products

### 3.15 False Reports

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician’s statements, pre-employment statements, sick leave requests, tax withholding forms and work reports.

[Manchester Personnel 208](https://docs.google.com/document/d/1bSPAC31EJSefZ-oNHx_b9uz4piJEPsqhYcxuixICRxw/pub) Ethics

**3.16 Gifts and Sale of Goods and Services**

[Manchester Personnel 105](https://docs.google.com/document/pub?id=1ER67UUlDFnYm2540a7xw6yWrTQmnEzJ0A5jR4ZyOJDk) Gifts to and Solicitation of Staff

### 3.17 Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc.

[Manchester Personnel 208 Ethics](https://docs.google.com/document/d/1bSPAC31EJSefZ-oNHx_b9uz4piJEPsqhYcxuixICRxw/pub)

### 3.18 Investigations

The District maintains the right to employ an investigator who is licensed by the NH Bar Association and the Department of Education. This internal investigator will gather relevant and factual information to present to the District Leadership. Reports may only contain the facts, and must be free of opinion, moral attitudes or recommendations concerning the employee under investigation. The Superintendent may include these in his/her findings, but should in no way be influenced by the investigator.

1. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all *relevant and factual* information about matters inquired except as provided for below in paragraph “B”. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee’s failure to comply with the directive may constitute “insubordination,” a violation that will be grounds for disciplinary action up to and including termination. The District will afford the opportunity for appropriate representation by union representatives whenever possible.

1. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee will be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

1. Administrative Leave: The District may place an employee on paid administrative leave during an investigation into alleged misconduct by the employee.

### 3.19 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in the District office**.** Employees are expected to know the expiration date of their license/certification and meet the requirements for relicensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

### 3.20 Nepotism

Please refer to individual contracts.

### 3.21 Operators of District Vehicles

1. Personal Transportation Utilized for School Use

* 1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of $500,000 combined single limit (CSL) liability, $250,000/$500,000 bodily injury and $100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee’s driving record and an examination of the vehicle.

* 1. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District’s maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars ($500.00).

* 1. All transportation will be done in accordance with Board policy.

### 3.22 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee’s regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District.

[Manchester Personnel 126](https://docs.google.com/document/pub?id=1EVod1w7qTp7CuNKUl7McCbRcFqrSehU8ET67XqRB69c)

### 3.23 Personal Appearance/Staff Dress Code

Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

[Manchester Personnel 203](https://docs.google.com/document/pub?id=1BCajoc6Bd4qslPEedN6BaYBWdsM2xd4i85j7csponEQ)

### 3.24 Personal Property

1. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

1. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District’s property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

### 3.25 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at any time, as stipulated in the appropriate CBA or contract. The employee shall be entitled to have a representative accompany him/her during such review. The removal of this file from the safekeeping place will be done by the official personnel file custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. Removal of disciplinary records will happen in accordance with the employee’s CBA or contract.

### 3.26 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

### 3.27 Physical Examination

1. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
2. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law.

[Personnel 130 Medical Examinations of Personnel](https://docs.google.com/document/pub?id=1_vnSfWeiBqXJE4X96XIuBmi51BGm2yFLu-S9tVb_APQ)

### 3.28 Political (Public) Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

1. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or public political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, public political topics.

1. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to public office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a public political purpose.

1. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or public political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities use by third parties.

1. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or public political action.

1. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources. Please see individual CBAs for other information.

### 3.29 Position (Job) Descriptions

Job descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description with or without an ADA accommodation.

### 3.30 Severance from Employment

An employee's employment relationship shall be broken and terminated by:

1. Termination pursuant to the terms of this *Handbook* and the employee’s individual contract;
2. voluntary resignation;
3. retirement;
4. nonrenewal of the employee’s contract, [only applicable to employees where nonrenewal rights are provided under the appropriate CBA or contract];
5. failure to return to work following recall from layoff according to respective Collective Bargaining Agreements;
6. failure to return to work the day following the expiration of an authorized leave of absence; and
7. job abandonment.

### [Personnel 124 Resignation of Instructional Staff](https://docs.google.com/document/pub?id=1SliLSsmRSKNsX7z6O43Ds4Yoe2wVLpsgxyLOSCS8eBc)

### [Personnel 125 Retirement of Instructional Staff](https://docs.google.com/document/pub?id=19Ty1K28mrRRjTt_zN5ZBz4aE16XlfJBKqrCU7xKBjPw)

### 3.31 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

**3.32 Student Code of Conduct and Handbook**

The Student Code of Conduct and *Handbook* is available online at [www.mansd.org](http://www.mansd.org)[.](http://www.bangor.k12.wi.us/)

### 3.33 Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

1. Getting to know co-workers and their capabilities.
2. Helping to create a pleasant, caring and enjoyable work atmosphere.
3. Making use of District technology to effectively communicate with all employees in the District.
4. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District’s mission.

[Manchester Personnel 208 Ethics](https://docs.google.com/document/d/1bSPAC31EJSefZ-oNHx_b9uz4piJEPsqhYcxuixICRxw/pub)

### 3.34 Violence/Bullying in the Workplace

Expectations**:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

Reporting Procedure**:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

* 1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
	2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District’s attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

[Manchester Personnel 209 Employee Anti-Harassment and Violence Prevention](https://docs.google.com/document/d/1YsNZNxNwiswpWDecqDYHN3Ozn0M0gdkzjRPc9pyt7vo/pub)

### 3.35 Whistleblower Employee Protection

1. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the Board Chairperson.

1. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

1. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District’s chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee’s filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee’s protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

 **3.36 Work Spaces, Including Desks, Lockers, etc.**

 Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.29, subsection B of this *Handbook*.

### 3.37 Workplace Safety

1. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

* 1. Location of fire alarms;

* 1. Location of fire extinguishers;

* 1. Evacuation routes; and

* 1. Whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

1. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

1. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

1. Notification of Safety and Health Standards: A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the New Hampshire Department of Health to conduct an inspection.

[Manchester Safety Policies](http://bosc.mansd.org/policies/policies-safety)

#### **Discrimination**

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section.

1. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed School Resource Officers who are serving in their official capacities are the only persons excepted from this prohibition.
2. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
3. Workplace Safety Grievance Procedure: Report the violation to a building representative, principal, or the Human Resources Director.

## **SECTION 4 PAY PERIODS**

## **4.01 Annualized Payroll Cycle**

Calendar Year Employees: All employees scheduled to work the calendar year, or the school year, will be placed on the twenty-six (26) payroll cycle.

### 4.02 Payroll Dates

The payroll dates shall be every other Thursday. For school year employees, the first payroll shall be issued on the second Thursday in September. Payroll for non-teaching staff shall be \_\_\_\_\_\_

### 4.03 Direct Deposit Payment Method

 All employees shall be able to participate in a direct payroll deposit plan. Direct deposit statements will be mailed to the employee’s District mail box, or home mail box if school is not is session, on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days’ notice in writing. Each non-exempt employee shall, with each payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee’s salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

**SECTION 5 COMPENSATION AND REIMBURSEMENT**

### 5.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the District’s office and on [www.mansd.org](file:///C%3A%5CUsers%5CSue%5CDownloads%5Cwww.mansd.org).

**SECTION 6 WORKER’S COMPENSATION**

### 6.01 Worker's Compensation Coverage and Reporting Responsibilities

 All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the Human Resources office, or their school administration prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report.

[Reporting Forms](https://drive.google.com/drive/folders/0B8mxRIHL-HdvTi01UV9xRF9DYkU)

[NH RSA: 281-A](http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXIII-281-A.htm)

### 6.02 Benefits While on Worker's Compensation

 If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in accordance with state Workers Compensation regulations.

Some types of injuries suffered while at work may not be covered by worker’s compensation insurance. Employees should refer to their specific agreements for use of benefits.

## **SECTION 7 SICK LEAVE**

### 7.01 Sick Leave Earned (Refer to Collective Bargaining Agreements/Contracts)

1. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
2. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

### 7.02 Sick Leave Use (Refer to Collective Bargaining Agreements/Contracts)

### 7.03 Sick Leave Accumulation (Refer to Collective Bargaining

###  Agreements/Contracts)

### 7.04 Sick Leave and Long-term disability

In the event an employee becomes eligible for benefits under the District's long term disability insurance program the employee will no longer receive paid sick leave. See individual Collective bargaining Agreements or contracts.

### 7.05 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent due to illness, according to the building supervisor. Whenever the supervisor deems such verification appropriate as stated in the appropriate Collective Bargaining Agreement, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed.

### 7.06 Holidays during Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

### 7.07 Sick Leave Listing

Employees may access Aspen™ to see a report summarizing his/her sick leave and vacation usage/accumulation [if applicable] during the employment year.

## **SECTION 8 JURY DUTY LEAVES**

### 8.01 Jury Duty Leave

Subject to the provision on “Payment for Time Out on Jury Duty” (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee’s work hours. No paid leave will be provided for jury duty that occurs outside of the employee’s regular work hours or work days. See specific language regarding Jury Duty in the appropriate CBA.

### 8.02 Employee Notice

An employee must notify his or her immediate supervisor as soon as notice of jury duty or any court appearance (subpoena) is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

### 8.03 Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid according to their contract/CBA.

**PART 2**

## **SECTION 1 ALL SUBSTITUTE EMPLOYEES**

### 1.01 Pre-Employment Requirements

All new substitute staff will have to meet all hiring requirements, including but not limited to, a physical examination, and a criminal background check.

**SECTION 2 SUBSTITUTE TEACHERS**

### 2.01 Licensure and/or Permit

All long-term substitute teachers shall have the necessary license and/or permit required by state law to serve in a substitute teaching assignment. Day substitutes shall not be required to have licensure.

### 2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.

### 2.03 Assignment and Professional Responsibilities

1. Assignments: Substitutes shall be assigned at the discretion of the District.

**OR**

Substitutes shall be assigned as follows:

* 1. Principals’ requests for a given substitute shall take first precedence.
	2. Teachers’ requests for a given substitute shall take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
	3. After the above process has been completed, all other substitutes shall be notified of the available work.
1. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher’s daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.
2. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
	1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
	2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error.
3. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting.

Long-Term Substitute Assignment

Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

1. Substitute Teaching Day: substitute’s teaching day shall be according to the schedule of the school, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day.

### 2.04 Compensation

1. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in section 2.07.
2. Homebound or Alternative Site Instruction
	1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of $25.00 per hour.
	2. Substitute teachers will be paid mileage from the student’s school to the student’s location and back pursuant to the terms of the *Handbook*.

### 2.05 Dismissal/Removal from Substitute List

Substitute teachers are casual employees and therefore have no expectation of continued employment. Substitute teachers may be removed from the substitute call list at the Discretion of the district.

### 2.06 Miscellaneous Provisions

1. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per Diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day.
2. Mileage: Substitute teachers assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
3. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period equal to that of the scheduled lunch.

**2.07 Substitute Teacher Pay Schedule**

Substitute teachers shall be employed at the rate established by the District. As of July 1, 2017 the rate of pay is as follows:

**SUBSTITUTE TEACHER PAY SCHEDULE**

|  |  |
| --- | --- |
| **Category**  |  |
| **Short-Term Per Diem Substitute**   | $75.00   |
| **Long-Term Per Diem Substitute**  (If employee works more than twenty (20) days in the same position, then the long-term rate applies beginning with the first day.) |     $90.00     |

Part-time substitute teachers shall be paid on a prorated basis based on the full daily rates set forth above.

## **SECTION 3 SUPPORT STAFF SUBSTITUTES**

##

### 3.01 Licensure and/or Permit

All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

### 3.02 Assignment and Professional Responsibilities

1. Assignments: Substitutes shall be assigned at the discretion of the District.
2. Board Policies: A copy of the appropriate school policies shall be made available to the substitute upon request.
3. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
	1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
	2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the Secretary, District Substitutes. A substitute who wishes to cancel an assignment on the current date must inform the school administrator by phone. Any substitute who abuses the cancellation privilege, in the District’s discretion, will have their cancellation rights revoked.
4. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities.

### 3.03 Compensation

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District and as set forth in by the District.

### 3.04 Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment.

### 3.05 Miscellaneous Provisions

1. Mileage: Substitute assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile.
2. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.

### 3.06 Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District. As of July 1, 2017 the rate of pay is as follows:

## **SUBSTITUTE PAY SCHEDULE**

|  |  |
| --- | --- |
| **Category**  |  |
| **Short-Term Substitute** $ | Starting hourly wage for the position for which the employee is substituting.  |
| **Long-Term Per Diem Substitute**  $ |   Starting hourly wage for the position for which the employee is substituting.     |