

**Rochester School Board
Policy Committee Minutes
School Department Board Room #2
February 20, 2020**

Members Present:

Mr. Thomas O'Connor, V-Chair
Mr. Nathaniel Byrne
Mrs. Sarah Harrington
Mr. Robert Watson

Members Absent:

Mrs. Anne Grassie
Mr. Matthew Pappas

Also Present:

Dr. Sandie MacDonald
Matthew Beaulieu
David Camire
Paul Lynch
Karen Stokes
Guests & Public

Mr. O'Connor called the meeting to order at 6:00 p.m. Members participated in the Pledge of Allegiance.

Mr. Watson moved, second by Mrs. Harrington, to approve the minutes of the January 16, 2020 meeting. The motion carried unanimously.

Policies for 1st Reading

Mrs. Harrington moved, second by Mr. Watson, to recommend to the Board for first reading policy GBEA – Staff: Conduct, Ethics, Nepotism. The motion carried unanimously.

Mr. Watson moved, second by Mrs. Harrington, to recommend to the Board for first reading policy GBEA-1 – Anti-Fraternalization Policy. The motion carried unanimously.

Mrs. Harrington moved, second by Mr. Watson, to recommend to the Board for first reading policy GBEB – Family and Medical Leave. The motion carried unanimously.

Mrs. Harrington moved, second by Mr. Byrne, to recommend to the Board for first reading policy KBA-2 – Public's Right to Know. The motion carried unanimously.

Policies for 2nd Reading

Mr. Byrne moved, second by Mrs. Harrington to recommend to the Board for second reading and adoption policy GBCC – Staff Rights and Responsibilities. The motion carried unanimously.

Mr. Byrne moved, second by Mrs. Harrington, to recommend to the Board for second reading and adoption policy GBCE – Criminal History and Background Checks (*as amended*). The motion carried unanimously.

Mrs. Harrington moved, second by Mr. Watson, to recommend to the Board for second reading and adoption policy GBD – Board-Staff Communications. The motion carried unanimously.

Mr. Watson moved, second by Mrs. Harrington, to recommend to the Board for second reading and adoption policy GBE – Staff Health. The motion carried unanimously.

Mr. Byrne moved, second by Mr. Watson, to recommend to the Board for second reading and removal of policy GBE-E – Medical Examination of School Employees. The motion carried unanimously.

Public Comment

None

Other

None

Adjournment

Mrs. Harrington moved, second by Mr. Watson, to adjourn at 6:10 p.m. The motion passed unanimously.

Respectfully submitted,

Mr. Thomas O'Connor, Vice-Chair

GBEA

STAFF: CONDUCT, ETHICS, NEPOTISM

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

Employee Conflict of Interest

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

1. Employees shall not participate for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services pupils or their parents.
2. Employees who have patented or copyrighted any device, publication, or other item shall not receive royalties for use of such item in the District.
3. Employees shall not engage in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the District.
4. School employees shall not solicit or sell for personal gain any educational materials or equipment in the attendance areas served by the School to which they are assigned. Nor will any employees make available lists of names of students or parents to anyone for sales purposes.
5. To avoid nepotism in the supervision of personnel, the Board directs that no employee be assigned in any position where the employee would be responsible to a relative.
6. Supervisors shall not engage in any conduct of a sexual nature with an employee whom they supervise. It is presumed that any conduct of a sexual nature is unwelcome when it applies to a supervisor and employee relationship.

Ethical Behavior

The Board incorporates by reference and adopts as independent ethical standards relative to employment in the District, the provisions of the New Hampshire Code of Ethics for New Hampshire Educators (the "NH Code of Ethics"), as the same may be amended by the State from time to time.

In addition to the ethical standards set forth in the New Hampshire Code of Ethics, and without limiting the application thereof to District employment, employees will:

- Make the wellbeing of students the fundamental value of all decision-making and actions.
- Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
- Maintain just, courteous, and proper relationships with students, parents, staff members, and others.
- Fulfill their job responsibilities with honesty and integrity.

- Direct any criticism of other staff members toward improving the District. Such constructive criticism is to be made directly to the building administrator.
- Obey all local, state, and national laws.
- Obey and implement the School Board's policies, administrative rules and regulations.
- Avoid using position for personal gain through political, social, religious, economic, or other influence.
- Maintain the standards and seek to improve the effectiveness of the profession through research and continuing professional development.
- Honor all contracts until fulfillment or release.
- Maintain all privacy and confidentiality standards as required by law.
- Exhibit professional conduct both on and off duty.

Sick leaves and personal leave provisions are established for the good of the group as well as for the individual. Abuse of these allowances is detrimental to the profession as a whole.

The Board will protect its employees against claims that may be entered against them as a result of carrying out their assigned responsibilities. To protect its own financial resources as well, the Board will provide for liability coverage for all personnel, malpractice insurance as found needed, workers' compensation, and unemployment coverage.

Nepotism

Rochester School Department permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the Superintendent, create actual conflicts of interest. For purposes of this policy, "immediate family" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation or any member of the employee's household. The School District will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits or other terms and conditions of employment could be influenced by the other relative. The Superintendent shall adjust supervision responsibilities if a conflict in this policy occurs.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of the Superintendent, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time or supervisory duties changed to solve the conflict.

Any exceptions to this policy must be approved by the Superintendent.

Adopted: April 8, 1993

Amended: November 10, 2010, May 14, 2009, September 10, 2009, August 10, 2006

ROCHESTER SCHOOL DISTRICT
ANTI-FRATERNIZATION POLICY: STAFF

Preamble

The Rochester School District is committed to fostering a positive learning and working environment for all students and staff in order to promote educational excellence. The Rochester School District's Anti-fraternization Policy shall serve as a statement on appropriate conduct and relationships between students and staff of the Rochester School District. The spirit and intent of this policy is meant to help both staff and students understand and appreciate the delicate balance that exists between them and to better define the boundaries that their respective roles dictate.

Definitions

For purposes of this policy, "staff" refers to all Rochester School District employees, contracted service personnel, SAU employees, and any volunteers working on school property.

For purposes of this policy, "student" refers to all Rochester School District individuals in grades from kindergarten through twelfth, including a one year window post-graduation from the Rochester School District. Any student remaining post-graduation will have a one year window after leaving the Rochester School District.

For the purposes of this policy "school property" includes all places set forth in RSA 193-B:1,IV, along with any place where extra-curricular activities and/or events may take place including any location visited during the course of field trips and/or other School District sponsored activities.

Policy

All staff must be aware that students of all ages and intellect are susceptible to influence by both staff and fellow peers. While this influence most often yields positive educational results, it can also be used in a manner that is entirely inappropriate. Accordingly, staff must be cognizant of their appropriate roles and professional duties in the development of students. Similarly, staff must be cognizant of the imbalance of power that exists in relationships between staff and student, which can live on long after the student has graduated from the Rochester School District. This imbalance of power places students in a vulnerable position that must be recognized and respected by staff. It is the responsibility of staff not to take advantage of or otherwise exploit this imbalance of power to further any non-educational, personal, or inappropriate objective. Accordingly, staff is prohibited from engaging in any romantic, sexual, or physical relationship with students.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions with respect and adherence to the appropriate standards of professional conduct. To the degree that such relationships develop or exist, it is the staff's responsibility to ensure that such relationships continue along and within appropriate boundaries. Failure to adhere to the requirements of this policy may result in severe consequences, up to and including termination.

The staff of the Rochester School District must understand that this Anti-fraternization Policy is a condition of employment. As a condition of employment, the Rochester School District reserves the right to at any time, without advance notice to staff, monitor, access, investigate and/or review the appropriateness of any activity or relationship between staff and students in order to protect the health, welfare and safety of the District, its staff and students.

Staff are responsible for appropriate and professional conduct in all settings and in all forms of communication, including, but not limited to, verbal communications/speech, written communications, Internet and e-mail communications, physical gestures, motions or any other form of interaction. This policy does not preclude legitimate, non-sexual, physical conduct such as the use of necessary restraints to avoid physical harm to persons or property, or conduct otherwise necessary to respond to legitimate educational circumstances. Staff shall not conduct social activities on a one-on-one basis outside of school with students or single out students from the general student population for special treatment (e.g. gifts, dinners, and rides) without prior consent of the student's parent and advance notice to the School District.

Any question by staff as to the appropriateness of an activity, relationship, or interaction with a student may be directed to the school building principal or designee. All inquiries into the appropriateness of an activity or relationship will be confidential to the fullest extent appropriate. *(All staff that suspect an inappropriate relationship exists between a staff member and student are required to immediately notify, orally or in writing, the school building principal or designee.) (Submission of a good faith report of a suspected violation of this policy will not adversely affect the reporting individual's employment. Submission of a purposely inaccurate report may result in disciplinary actions.)* All staff are required to sign the Rochester School District Anti-fraternization Agreement Form, which will become a part of an individual's personnel file.

Reporting and Investigation Procedures

Any and all suspected violations of this policy must be immediately reported, orally or in writing, by staff to their school building principal or designee. The school building principal or designee shall document all complaints in writing within twenty-four (24) hours. The school building principal or designee will immediately conduct an investigation and create a written record thereof within at least ten (10) workdays, which will be provided to the Superintendent or designee. If the alleged violation involves the school building principal, then the report shall be made to Superintendent, whom shall follow the procedural steps outlined in this section of the policy. If the alleged violation involves the Superintendent, then the report shall be made directly to the Chairperson of the School Board or designee, whom shall also follow the procedural steps outlined in this section of the policy.

The investigation may consist of personal interviews with the reporting individual, the alleged offender(s), and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the suspected violation of this policy, and a review of records when appropriate to determine the existence of previous reports. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. A written record will include the following:

1. the name of the alleged offender(s);
2. the nature of the allegation(s);
3. location and frequency of the violation(s);
4. a detailed factual description of the incident(s);
5. a list of all known witnesses;
6. a summary of the investigation, which will include interviews with the individual(s) reasonably believed to have relevant information, including but not limited to, the reporting individual, the alleged offender(s), and witnesses;
7. a description of any disciplinary actions already taken; and
8. a recommendation for further disciplinary action or review.

In determining whether the alleged conduct or relationship constitutes a violation of this policy, the District will consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, and the context in which the alleged conduct occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances. In addition, the District may take immediate steps, at its discretion, to protect the staff and student pending completion of an investigation of an alleged inappropriate activity or relationship. The District must sufficiently investigate all reports of inappropriate activity or relationships that are brought to its attention in order to determine the veracity of the report. The District will respect the privacy of the reporting individual(s), the individual(s) against whom the report is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All staff must fully understand that the reporting and investigation procedure implemented by the District is necessary to maintain the educational character and integrity of the District and to ensure compliance with this policy and the law.

Any and all violations of this policy determined by the principal or designee may result in disciplinary action taken against the offending staff member. If the violation of this policy warrants a criminal investigation, the Rochester Police Department or appropriate legal authorities will be immediately contacted.

Disciplinary Action

Any violation of this Anti-fraternization Policy and/or other Rochester School District policies may result in, but is not limited to, one or more of the following:

1. Written warnings or a letter or reprimand in the personnel file;
2. Other remedies, such as suspensions and terminations as covered under New Hampshire law; and consistent with appropriate collective bargaining agreements.
3. Referral to the appropriate legal authorities for possible criminal prosecution; and
4. Civil liability.

The Rochester School District reserves the right to add and include additional behaviors and activities that can result in disciplinary action to this policy and implement such changes after adoption by the School Board. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, New Hampshire and federal law and other School District policies. The District will take appropriate disciplinary action against any staff member who retaliates against any individual who reports an alleged violation of this policy or any individual who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such alleged violation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context including, but not limited to, the following guidelines:

1. Staff members shall not make derogatory comments to students regarding the school and/or its staff.
2. Staff members shall not fraternize, written or verbally, with students except on matters that pertain to school-related issues.
3. Staff members shall not associate with students in any situation or activity which could be considered sexually suggestive or involve the use of alcohol or illegal drugs by students.
4. Dating between staff members and students is prohibited.

5. Staff members shall maintain a reasonable standard of care for the supervision, control and protection of students commensurate with their assigned duties and responsibilities.
6. Staff members shall not send students on personal errands.
7. Staff members shall, pursuant to law and Board policy, immediately report any suspected signs of child abuse or neglect.
8. Staff members shall not attempt to counsel, assess, diagnose or treat a student's personal problem relating to sexual behavior, substance abuse, mental or physical health and/or family relationships but, instead, should refer the student to the appropriate individual or agency for assistance.
9. Staff members shall not disclose information concerning a student, other than directory information, to any person not authorized to receive such information. This includes, but is not limited to, information concerning assessments, ability scores, grades, behavior, mental or physical health and/or family background.

Confidentiality

All reports of a suspected inappropriate activity or relationship will be kept strictly confidential to the fullest extent practicable. Only those with "a need to know" shall have access to the report and investigation documents. Every effort will be made by the District to protect the anonymity of the reporting person, but it cannot always be guaranteed.

This policy shall not abrogate other District policies and remain consistent with appropriate collective bargaining agreements. It is the intent of the District for all of its policies to be read and interpreted in a consistent manner in order to provide the highest level of protection and safety for staff and students in the provision of educational services and opportunities.

**ROCHESTER SCHOOL DISTRICT
ANTI-FRATERNIZATION POLICY AGREEMENT FORM**

ALL STAFF MUST COMPLETE THE FOLLOWING.

1. I acknowledge that I have received, read, and fully understand the Rochester School District's Anti-fraternization Policy.
2. It is clear to me that the spirit and intent of this policy is to foster a positive learning and working environment for all students and staff in order to promote educational excellence.
3. I agree to immediately report any violations of this policy to the Principal of the school where the violation occurred, or where I am based, or the appropriate District employee designated thereby.
4. I am hereby put on notice and fully understand that my violation of this policy may result in disciplinary action, civil liability or criminal prosecution by the appropriate legal authorities.
5. I certify that the information contained in this form is true and accurate.

Staff Signature: _____

Date: _____

Staff Name: _____

Date: _____

(please print)

Home Address: _____

Home Phone Number: _____

Adopted: November 8, 2007

Amended: October 8, 2009

GBEB

Family and Medical Leave

In accordance with the *Family and Medical Leave Act of 1993* (hereinafter *FMLA*), the Rochester School Board (hereinafter *the Board*) authorizes the Superintendent of Schools to grant up to twelve weeks of unpaid leave during any twelve month period, as defined below, to eligible employees for (1) the birth and first year care of a child; (2) the adoption or foster placement of a child in the employee's home; (3) the care of a spouse, child or parent with a serious health condition; or (4) the serious health condition of the employee.

Serious health condition, for purposes of this policy, is defined as including only those conditions eligible for FMLA leave within the regulations of the U.S. Department of Labor. Generally, this refers to a condition requiring either inpatient care or continuing treatment by a health care provider for a period of more than three days, although intermittent leave may not require that the days be consecutive.

At the end of the leave, the employee will be reinstated to the same or an equivalent position to the one he/she held at the commencement of said leave.

Eligibility

To be eligible for leave under this policy, an employee must have: (1) been employed, either full-time or part-time, by the Board for a minimum of twelve months, either consecutive or non-consecutive, and (2) worked a minimum of 1,250 hours for the Rochester School Department during the year preceding the start of the leave.

For purposes of determining the length of leave for which the employee is eligible, a twelve month period will be defined as the twelve months immediately preceding the dates for which the leave is requested.

Military Leave

A 2008 amendment to the FMLA added up to 12 weeks of leave for “exigencies” for family members of those called to active duty in the Armed Forces (including the National Guard and reserves), and up to 26 weeks of leave for a spouse, son, daughter, parent or next of kin to care for a member of the Armed Forces who is seriously wounded or becomes ill while on active duty.

Prior Notice

An eligible employee wishing to exercise his/her rights under this policy is required to notify the Superintendent of the need for leave at least thirty days before commencement of the leave if it is foreseeable, or within forty-eight hours of learning of the need for the leave when unforeseen circumstances make it impossible to give thirty days’ notice. Written notice is requested when practicable. When written notice is not possible, notice may be given in person or by telephone with written follow-up.

Relationship of This Policy to FMLA and Collective Bargaining Agreements

In cases where the need for leave is foreseeable and inadequate notice is given, the leave may be delayed until a suitable substitute has been found or until thirty days have elapsed from the time of notice, whichever occurs first.

Medical Certification

Where not prohibited by a collective bargaining agreement, the School Board may require, at the employee's expense, medical certification for approval of FMLA leave. The Board may exercise its options under FMLA regulations to obtain a second and third opinion at the Board's expense and may request re-certification as authorized by FMLA.

Continuation of Health Insurance Coverage

The Board will maintain the employee's health, dental and life insurance coverage throughout the term of the leave provided that the employee continues to pay his/her pre-existing share of the premiums for said coverage.

Should the employee provide notice of intent not to return to work from the unpaid leave, or fail to return as scheduled from the unpaid leave, the Board may terminate payment of its portion of premiums and require the employee to continue the coverage, if desired, under the provisions of COBRA. Further, the Board may seek recovery of the Board's share of premiums paid during an FMLA leave if the employee (1) fails to return to work after the end of FMLA or (2) terminates his/her employment with the Rochester School Department within thirty calendar days after the end of FMLA leave, unless the reason for failure to return or stay at work prohibits recovery under FMLA.

Special Rules for Instructional Personnel

Instructional personnel, as defined in FMLA, will be subject to the special rules outlined in 29 CFR §§825.600 - 825.604

This policy is intended to implement, not expand, the minimum entitlements under FMLA regulations issued by the U.S. Department of Labor, except where they have been expanded through collective bargaining, state statute, or other policies of the Board. Any issues related to FMLA that are not expressly addressed in this or other Board policy, statute, or a current collective bargaining agreement will be implemented at the minimum level required by FMLA regulations.

Wherever a collective bargaining agreement has created benefits more favorable to the employee than those established by FMLA, the provisions of the collective bargaining agreement will be controlling for employees covered by that agreement.

Relationship of FMLA to Sick Leave

It is the intent of the district to adhere to the minimum guidelines set forth in the federal Family Medical Leave Act or State Family Medical Leave Act, whichever is more stringent. The district intends to

administer FMLA using available and appropriate paid sick, vacation and personal leave first before any unpaid leave is taken. If the affected employee does not have any leave available, then FMLA will be unpaid for the entire 12 weeks or portion thereof. If paid leave time is available in excess of the FMLA period, then the employee must either return to work, have additional leave approved by the Superintendent or justify through written medical notice that additional time is needed. The additional time taken in excess of the FMLA guidelines will not be considered additional FMLA.

Any employee who has worked for the district for at least one year and/or 1,250 hours and who does not report to work due to sickness, or any other Family Medical Leave Qualified reason, will be considered on FMLA beginning on the fourth day of absence and will be promptly notified. The time from the fourth day until the time the employee returns to work will be allocated towards the 12 week maximum allowed Family and Medical Leave.

An FMLA notice will be posted in all district schools, buildings and locations where employees report to work. A complete copy of all applicable laws and statutes is available in the Superintendent's office and is available for review at the central office location only. Appointments should be made with the Benefits Specialist to secure time to review these laws if so desired.

Adopted: October 14, 1993

Amended: April 13, 2000

KBA-2

PUBLIC'S RIGHT TO KNOW

(Public Access to Records)

GENERAL

The School Board recognizes that parents and other citizens, and school and community groups may be concerned about the quality of public education and the effectiveness of school programs and activities, and may seek to become actively involved in planning for educational improvements.

Since community involvement in the educational process requires knowledge of that process, it is the policy of the Board that every citizen, shall have the right to inspect or obtain copies of "District records", which term shall have the same meaning as "governmental records" as that term is defined in the state's Right to Know law, RSA 91-A:1-a. Any citizen may, during regular District hours and subject to such regulation as the Superintendent may prescribe, have access to and inspect the District records in the possession of the District. All requests for access to or copies of District records should be made, in writing, through the Superintendent's office. Any board member or staff member who receives a request from a member of the public to see, receive or otherwise inspect any District record(s) ("Right to Know request") should immediately communicate that request to the Superintendent.

Individuals making Right-to-Know requests are encouraged to discuss their requests with the Superintendent to insure the request is stated in a manner that will focus on the records desired and avoid being unnecessarily overbroad. Carefully tailored requests often can be fulfilled more promptly and help avoid resources being expended to retrieve and prepare material which exceeds what is actually being sought. Members of the public are encouraged to make their requests in writing and to include a specific description of the desired record(s). Right to Know requests for District records will not be denied if such request is not in writing. If the person making the request refuses to put the request in writing, the staff member receiving the request shall put the request in writing and shall provide the person with a copy.

DEFINITION

District records are defined as specific, pre-existing documents, writings, letters, memoranda, e-mails, images, or other information kept or maintained by the District in any physical form (written, visual, electronic, digital, etc.). They are not information that staff might have to gather or compile from numerous sources. Access to District or governmental records shall not be construed to require a public body or agency to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency. Access to work papers, personnel data, and other confidential information under RSA 91-A:5, IV shall not be provided.

AVAILABILITY

Records requested under the Right-to-Know law which are not exempt under RSA 91-A:5 (or otherwise) will be made available immediately when such records are so available for such release. If such records are not immediately available, if a determination needs to be made if such records exist, or if a determination needs to be made whether such records are exempt from public disclosure, the Superintendent will, within five (5) business days of the request, respond to the requestor, in writing, acknowledging receipt of the request and providing a statement of the time reasonably necessary to determine whether the request shall be granted or denied. The Superintendent or designee may contact the person making the request if the request is unclear or will be time consuming or onerous to fulfill to determine if the person will clarify the request or agree to narrow the request. Any clarification or narrowing of the request shall be documented in writing and a copy of the re-formed request provided to the person making the request.

Records will be reviewed in their entirety by either the Superintendent or his/her designee before they are released in order to ensure that no confidential or exempted information is disclosed. District legal counsel may be consulted as necessary.

Records exempted from disclosure by RSA 91-A:5 or other law will not be disclosed. If a member of the public requests records that are determined to be exempt from disclosure under RSA 91-A:5 or other law, the Superintendent will respond to the requestor, in writing, including a statement of the specific exemption authorizing the withholding, and a brief explanation of how the exemption applies to the record(s) withheld.

Originals and one-of-a-kind documents must be viewed in the presence of a staff member or copied for the requester in accordance with District policy. If an original document is lost or destroyed because it was released to a requester, the employee who released it will be held responsible for the loss.

A governmental record in electronic form shall no longer be subject to disclosure pursuant to this section after it has been initially and legally deleted. For purposes of this paragraph, a record in electronic form shall be considered to have been deleted only if it is no longer readily accessible to the District. The mere transfer of an electronic record to a readily accessible "deleted items" folder or similar location on a computer shall not constitute deletion of the record.

COPIES

In this section, "to copy" means the reproduction of original records by whatever method, including but not limited to photography, photostatic copy, printing, or electronic or tape recording.

Electronic records may be provided via e-mail or on a portable storage device (thumb drive), if the requestor so requests and if such records can practically be delivered electronically. To protect the integrity of the District's computer system, a thumb drive for this purpose must either be provided by the requestor in unopened manufacturer's packaging or purchased at cost from the District.

If a computer, photocopying machine, or other device maintained for use by a District is used by the public body or agency to copy the governmental record requested, the District is permitted to charge a fee for producing the record.

The fee schedule is as follows:

1. Photo Copies will be charged at 25 cents per side for letter or legal size, to cover the cost of paper, copy machine operation, and staff time.
2. Publications printed for public distribution will be charged at 25 cents per page per side if they must be copied, or at the actual cost of production if still in stock for distribution, unless the in stock copies available were produced for free public distribution.
3. Computer generated reports will be charged at actual production cost. At the time of adoption of this policy, the rate is \$1 per page.
4. Maps, prints and other large documents are charged at the rate per square foot that the city pays its vendors to produce such records.
5. Any documents that have a charge fixed by Statute or Ordinance will be charged at that rate.

No cost or fee shall be charged for the inspection or delivery, without copying of records, whether in paper, electronic, or other form.

Adopted: April 8, 1993

Amended: October 8, 1998

Reviewed: October 9, 2014

GBCC

STAFF RIGHTS AND RESPONSIBILITIES

All staff members have a responsibility to, and shall make themselves familiar with, and abide by, the laws and administrative rules of the state, the policies of the board, and the regulations and processes designed to implement them. All staff members and personnel shall carry out their assigned responsibilities with conscientious concern. Such responsibilities include, but are not necessarily limited to:

1. Faithfulness and promptness in attendance at work.
2. Adherence, support and enforcement of all School Board policies and administrative regulations.
3. Adherence, support and enforcement of all education related statutes and Department of Education regulations.
4. Diligence in submitting required reports and other materials promptly at the times specified.
5. Care and protection of the school property.
6. Concern and attention toward their own and the Board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

In their association with students, all school employees shall set examples that are an important part of the educational process. Their manner, dress, courteousness, industry, and attitudes establish models that affect the development of young people. The Board expects its staff members to set exemplary models, as well as provide exemplary instruction.

Adoption Date: April 8, 1993

School Board Review: April 9, 2009

Revised:

GBCD

CRIMINAL HISTORY AND BACKGROUND CHECKS

A fundamental belief of the Rochester School Board is that the School Department and its officials have a duty to provide a safe learning environment for students (see Policy AE). In order to carry out the safety function with regard to staff members and others who provide services to students, and in compliance with RSA 189:13(a), the Rochester School Department will conduct a background investigation, including a criminal history records check, on every selected applicant for employment in any position in the school district prior to a final offer of employment.

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

A. Definitions

1. *Annual basic compensation:* The annualized gross amount paid to a School Department employee in wages or salary for his or her regular duties, exclusive of benefits, overtime, extra-curricular contracts, or other bonuses.
2. *Background investigation:* An investigation into the past employment and/or other background information for an applicant for employment, for a contractor, or for a volunteer in the Rochester School Department, with the intent of determining: (1) whether the applicant is qualified for, and likely to be successful in, the position for which he or she has applied, and (2) whether the individual is guilty of any actions listed under RSA 189:13(a), Paragraph V that would make him or her ineligible for employment in a New Hampshire school district. Said investigation shall include written and/or verbal testimony from individuals having personal knowledge of the applicant, including the immediate past supervisor for an applicant seeking employment.
3. *Casual employee:* An individual whose employment with the Rochester School Department depends on a day by day invitation to work, such as a substitute teacher, and for whom continued employment is not guaranteed without specific action to terminate.
4. *Casual volunteer:* A volunteer who provides service to the Rochester School Department, its staff and students, fewer than four times in a single year. For example, a parent who accompanies a class on a field trip.
5. *Contractor:* (1) An individual, corporation, partnership, or other entity that provides goods or services through a professional service contract or other contract, except for an employment contract. (2) The officials, agents, and employees of said entity who provide direct services to the Rochester School Department.
6. *Criminal history records check:* A check of state and federal criminal records as defined in the New Hampshire Revised Statutes, Annotated. The criminal history records check shall include submission of fingerprints for the selected applicant, employee, contractor or volunteer.
7. *Entry level teacher salary (ELTS):* The basic salary amount paid to a teacher with a Bachelors Degree and no previous teaching experience as shown in the "BA + 0" line on the salary scale shown in the Master Agreement between the Rochester School Board and the

- Rochester Federation of Teachers for the year in which a background investigation and criminal history records check are conducted.
8. *Exempt contractor:* A contractor who does not provide direct services to or have direct contact with students.
 9. *Exempt volunteer:* A casual or regular volunteer who does not provide direct services to, or have direct contact with, students. For example, a volunteer who maintains athletic fields during summer months.
 10. *Regular employee:* An employee who is (a) under an employment contract with the Rochester School Board for a specific period of time, or (b) in a position not requiring a contract, but for which continued employment is expected unless specific action is taken by the Superintendent or Board to terminate said employment.
 11. *Regular volunteer:* A volunteer who provides service to the Rochester School Department, its staff and students more than three times in a single year.
 12. *Selected applicant:* The final applicant for a position in the Rochester School Department who has been, or will be, recommended by the Superintendent of Schools to the School Board for employment.
 13. *Supervised contact:* Contact with a student or students by an adult employee, contractor or volunteer in the presence of a teacher, administrator, or other professional educator employed by the Rochester School Department. For purposes of this policy, “teacher” shall include any employee covered under the Master Agreement between the Rochester School Board and the Rochester Federation of Teachers. The individual subject to supervision may be unaccompanied by the supervising professional employee for periods of up to two hours, but is not to be left alone with fewer than three students (e.g. a chaperone on a field trip should “check in” at least every two hours.)
 14. *Unsupervised contact:* Contact with a student or students by an adult employee, contractor, or volunteer with no teacher, administrator, or other professional educator employed by the Rochester School Department present.
- B. Individuals who are subject to the background investigation and criminal history records check:
1. The selected applicant for any regular full-time or part-time position.
 2. Regular employees in full-time or part-time positions prior to August 2, 1997, will not be subject to a background check under this policy unless the employee’s employment with the Rochester School Department is severed, then reinstated. For purposes of this policy, an individual’s employment with the School Department will not be considered to have been severed if the employee’s contract is temporarily non-renewed (1) because of a reduction in force, (2) pending completion of the state certification renewal process, providing that the process is completed prior to expiration of the old certification, or (3) because of another similar reason, so long as no work days are lost as a result of said temporary non-renewal caused by the above named circumstances.
 3. Casual employees such as substitute teachers, substitutes for non-teaching positions, and other individuals employed on a day-to-day basis,
 4. Any volunteers who provide direct service to students and/or have unsupervised contact,
 5. Contractors who provide direct service to students and/or have unsupervised contact.

C. Individuals who are not subject to the background investigation and criminal history records check:

1. Casual volunteers, but said volunteers are to have supervised contact only.
2. Exempt volunteers.
3. Exempt contractors.

D. Responsibility for payment of criminal history records check

1. Any selected applicant for a regular position (full- or part-time) or any current employee in such a position who is subject to the criminal history records check, whose annual basic compensation is greater than or equal to seventy-five percent of the entry level teacher salary (ELTS), shall pay one hundred percent of the cost of the criminal history records check, including fingerprinting and processing costs.
2. All contractors, except for exempt contractors, shall pay one hundred percent of the cost of the criminal history records check, including fingerprinting and processing costs.
3. Any selected applicant for a regular position (full- or part-time) or any current employee in such a position who is subject to the criminal history records check, whose annual basic compensation is less than seventy-five percent of the entry level teacher salary, shall pay a pro rated portion of the criminal history records check as follows:

Percent of ELTS	Employee Cost	Board Cost
50% to 74%	75%	25%
35% to 49%	50%	50%
25% to 34%	25%	75%
Less than 25%	0%	100%

4. Rochester School Department will pay the full cost of the criminal history records check, including fingerprinting and processing costs, for all volunteers and substitutes subject to said check.

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

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

All employees are offered conditional employment; until satisfactory completion of a Criminal Records Check.

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

F. Final Offer of Employment – A person who has been extended a conditional offer of employment may be extended a final offer of employment upon the completion of a Criminal Records Check

which is satisfactory to the Board.

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

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

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

For misdemeanor level offenses, an applicant will be automatically disqualified if he/she has been convicted of any of the Section V violations as a misdemeanor and/or any of the following types of offenses (sex offenses, sexual assault, weapons violations, child abuse, or domestic violence). Other misdemeanors (and felonies which are older than 5 years) will be assessed on a case-by-case basis by the Superintendent. Considerations that will be taken into account for this determination are as follows:

- The nature of the arrest offense compared to the nature of the conviction;
- Age of the conviction;
- Age of the applicant at the time of the offense;
- Type of offense in consideration of the type of position applied for;
- Number of offenses;
- Other consideration(s) the Superintendent deems relevant to the position sought.

G. If any provision of this policy is found to be contrary to law, the remainder shall remain in effect.

Legal Reference: RSA 189:13-a

Adopted:	May 12, 1994
Amended:	October 9, 1997
Amended:	May 14, 2009:
Amended:	February 10, 2011
Amended:	November 13, 2014
Amended:	December 14, 2017
Amended:	February xx, 2020

GBD

BOARD-STAFF COMMUNICATIONS

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

Staff Communications to the Board

All communications or reports to the Board or any Board committee from principals, supervisors, teachers, or other staff members shall be submitted through the Superintendent. Staff members are also reminded that Board meetings are held in public. As such, they provide an excellent opportunity to observe at first hand the Board's deliberations on problems of staff concern.

Board Communications to Staff

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

Visits to Schools

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

Social Interaction

Staff and Board members share a keen interest in the schools and in education generally. It is to be expected that when they meet at social affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations and general school district problems. However, staff members are reminded that individual Board members have no special authority excepting when they are convened at a legal meeting of the Board or vested with special authority by Board action.

Adoption Date: April 8, 1993

Amended: May 14, 2009, February xx, 2020

GBE

STAFF HEALTH

Physical Examination and Tuberculosis Screening

All school personnel shall be required to have a pre-employment medical examination by a licensed physician.

A prospective employee may elect to use a designated school physician at the school district's expense or a private physician with reimbursement at the same fee charged by the designated physician.

Any person who objects to all or part of any medical examination because of religious beliefs shall be exempt from said examination, except that no such exemption shall be granted if state or local authorities determine that such exemption would constitute a hazard to the health of persons exposed to the unexamined individual.

Responsibility

It is the responsibility of the Personnel Director to keep accurate records as evidence of compliance with the above policy, and to report any violation to the principal and to the Superintendent of Schools. If necessary, the School Health Services may be consulted.

The Superintendent will take such action as is required to implement this policy and to supervise the necessary record keeping, that documents the physician has medically cleared the employee for employment or continuing employment.

Additional Examinations

The Superintendent may request a medical examination for any employee if at any time he/she has reason to believe that the employee's physical or mental health is inimical to the welfare of pupils or other employees. The cost of such examination will be borne by the district. The District shall not be responsible for any costs for treatment(s) indicated by, resulting from or relating to such examination.

Bus Drivers

Bus drivers are required to have a physical exam according to RSA 200:37. It will be the responsibility of the transportation provider to see that all drivers are compliant with this policy.

School Lunch Employees

All School Lunch employees shall abide by the same health policies as other employees.

In the event that school personnel are injured during work hours, the employee must notify the Payroll Office within twenty-four (24) hours if possible. Paperwork for Workers' Compensation Insurance should be completed and submitted within forty-eight hours of the injury.

Adoption Date: April 8, 1993

School Board Review: April 9, 2009

Revised: February xx, 2020

Legal Reference:

RSA 200:36 Medical Examination of School Personnel

RSA 200:37 Medical Examination of School Bus Operators.