

**LACONIA SCHOOL DISTRICT**

**NON-UNION**

**PERSONNEL MANUAL**

**Adopted: December 3, 2002**  
**Revised: November 6, 2007**  
**Revised: July 1, 2017**  
**Revised: July 1, 2018**



# **LACONIA SCHOOL DISTRICT**

## **Personnel Manual**

### **GENERAL INFORMATION**

The Laconia School Board charges the Superintendent with the overall responsibility for the daily operations and employment practices for all personnel working in the Laconia School District. These areas of responsibilities include:

- School Board Services
- School Leadership
- Financial & Personnel Management
- Support Services & Facilities Support
- Instructional Administration

The purpose of this Personnel Manual is to define the policies and procedures for Non-Union personnel.

The Laconia School District will maintain regular hours of work as determined by administration and are compatible with the maintenance of an effective and efficient schedule. These hours will be maintained in order to meet the needs of the public and contribute to the successful operation of the schools.

### **MISSION STATEMENT**

The mission of the Laconia School District is to ensure success with every student, every day, in every way.

We will fulfill this mission by:

- Providing consistent and effective leadership
- Providing competent fiscal management
- Maintaining effective liaisons with members of each community
- Communicating information about our schools to the communities
- Providing an array of support services that will ensure a quality educational program for all learners.

### **JOB RESPONSIBILITIES**

Laconia School District employees shall receive a copy of their job description, roles and responsibilities upon the date of hire.

## **ORGANIZATION**

The office of the Superintendent shall support and maintain an organizational structure conducive to their mission.

## **EMERGENCY RESPONSE PLAN**

The Laconia School District recognizes the responsibility for the safety of its employees and students. It is imperative that students, staff, and the public be protected in case of emergency and that the educational process be carried out with the least amount of disruption.

The Superintendent has developed District regulations pertaining to emergencies and disasters. Drill activities related to emergencies will be planned and implemented by each principal, in association with the Board, the Superintendent, local authorities, and relevant state offices.

Each building has an Emergency Response Plan. All individuals employed by the Laconia School District should be familiar with building Emergency Response Plans.

## **EMPLOYMENT PRACTICES**

### **HIRING POLICY**

It shall be the policy of the Laconia School District to recruit and select the most suitable and best qualified candidates for all positions. Recruitment and selection of personnel will be conducted in an affirmative manner in order to ensure open competition and to yield the best possible candidates for each position. The selection process will be balanced to provide open competitive entry-level opportunities as well as advancement opportunities through promotion.

It is the responsibility of the Superintendent of schools to select all district personnel. The screening, interview process, and recommendation of a finalist candidate to the Superintendent may be delegated.

A copy of this manual shall be provided to each Non-Union employee, upon hiring, and at any time it is amended, or republished. Copies will also be made available upon request and available for download on the Laconia School District website.

## **EMPLOYEE DEFINITIONS**

- a. 12-month: Employment in a position for 30 hours or more per week, greater than 231 work days per year (July 1 – June 30)
- b. School Year: Employment in a position for 30 hours or more per week, a minimum of 181 and maximum of 230 work days per year.
- c. Part-Time: Employment in a position less than 30 hours per week and/or fewer than 180 work days per year.

- d. Temporary: Employment in a position established for a specific period of time or for the duration of a specific project or assignment, or as a substitute in the absence of the incumbent.
- e. Intern: Employment through acceptance from an intern on-the-job- training program for educational credit, or life skills placement.

## **HOURS OF WORK**

### **Work Week, Days, and Lunch**

All personnel are expected to work the number of hours as stated on the Classification Sheet, as authorized by the Superintendent. Personnel working more than five (5) consecutive hours are entitled to a 30minute unpaid lunch break, as mutually agreed upon by the employee and his/her supervisor.

### **Overtime**

All requests for work in excess of the hours specified on the Classification Sheet, must be approved by the Superintendent/designee in advance and reported on the regular time sheet.

### **School Closure**

School Year personnel not required to work by their supervisor shall not report for work, nor will they be paid, on days when school is closed due to snow and/or other inclement weather conditions. (does not apply to custodial staff)

12-month employees required to report to work shall be paid for the entire day if they are able to report for work by no later than 10:00 a.m. on such days. 12-month employees wishing to use a vacation day may do so on snow days. All custodial workers are required to work at their normally scheduled times during school closures. (does not apply to custodial staff)

If the Superintendent closes the school district during the afternoon of a snow/inclement weather day, all 12-month employees arriving on or before 10:00 a.m. will be paid as if they had remained on duty until the end of the regular work day. 12-month employees who arrive after 10:00 a.m. will only be paid for the hours they actually work on such days. (does not apply to custodial staff)

### **Early Dismissal/Delayed Openings**

At the discretion of the Superintendent of Schools or his/her representative, district personnel may be released no earlier than one half hour after student dismissal time due to inclement weather. (does not apply to custodial staff)

School Year personnel shall receive pay for a regular day (full day) on delayed openings and early release days.

## **EMPLOYEE STATUS**

### **Seniority**

Seniority will be determined by the date of hire for the last period of continuous employment service in SAU #30 and in the Laconia School District.

**Continuous Service**

Continuous service is defined as uninterrupted employment while classified as an employee with SAU #30 and the Laconia School District and is not broken by any termination of employment, including resignation by the employee.

**Prior Service Credit**

Prior service credit may be granted upon employment for similar work by the Superintendent. Certified personnel will only receive prior service credit for experience in positions where certification was required. Continuous service with SAU #30 and the Laconia School District will count towards vacation time allowed.

**Promotions and Transfers**

Performance will be the major consideration for all job promotions and transfer requests. Seniority shall be the determining factor when two or more employees are considered equally qualified.

**Reduction in Force**

Performance will be the determining factor considered in demotions, involuntary transfers or layoffs caused by job elimination or other force reduction.

**Termination**

The District has the right to discipline, suspend, demote, or discharge an employee.

**PERFORMANCE AND EVALUATION****Probationary Period**

All non-union employees will serve on a probationary basis for the first 90 days of employment and can be dismissed for any reason.

**Evaluation**

The purpose of evaluating staff is to: (a) improve their performance; and (b) provide a written record of their efficiency for purposes of promotion, demotion, transfer or discharge.

Evaluations will be conducted on an annual basis. Employee participation and input into the process will be encouraged.

**EMPLOYEE RIGHTS**

The Laconia School District is an Equal Opportunity Employer and will faithfully comply with all federal, state and local laws. This includes labor relations and employee rights as outlined in this manual and related district publications.

**Non-Discrimination Policy**

The Laconia School District does not discriminate in their educational programs, activities, or employment practices on the basis of race, color, national origin, age, gender, handicap, or disability in compliance with the provisions of the Title VI of the Civil Rights Act of 1964, the

Age Discrimination Act of 1967, Title IX of the Education Amendments of 1972, and the Americans with Disabilities Act (ADA) of 1990.

Any person having inquiries concerning the Laconia School District's compliance with Title IX of the Education Amendments of 1972 and 34 C.F.R. Part 106 or Section of the Rehabilitation Act of 1973 may contact, the Superintendent of Schools, 39 Harvard Street, Laconia, New Hampshire 03247 (603) 524-5710, or the Assistant Secretary of Civil Rights, U.S. Department of Education, Washington, D.C. and/or the Regional Director, U.S. Department of Education, Office for Civil Rights, Region I, Boston, Massachusetts.

Other non-discrimination policies can be found on the Laconia School District website under the Laconia School Board polices: AC, ACE, ACG, ACG-E, and ACG-P.

### **Sexual Harassment**

Harassment on the basis of sex constitutes unlawful sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal and/or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or in the case of students, academic achievement or related matters, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or in the case of students, academic achievement or related matters affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or in the case of students, academic achievement or related matters or creating an intimidating, hostile, or offensive working/school environment.

It is the policy of the Laconia School District to provide educational environments in which all members of this academic community may work and learn in an atmosphere of respect for the dignity and worth of all its members. Such an environment is one that is free of sexual harassment. Sexual harassment is not only illegal but also unacceptable and impermissible conduct which will not be tolerated.

All members of the Laconia School District are expected and instructed to contribute to an atmosphere free of sexual harassment. Sexual harassment of any employee or student by any other employee or student, or by anyone a student or employee may interact with in order to fulfill job or school responsibilities is a violation of the policy and will not be tolerated.

Informal complaints will first be made to the complainant's immediate supervisor and/or building administrator. Complaints of a formal nature and/or unresolved complaints brought to the immediate supervisor and/or building administrator will be dealt with by the Laconia School Board policies GBAA, GBAA-P, JBAA and/or JBAA-P.

## **OCCUPATIONAL, SAFETY, HEALTH, AND LIABILITY**

### **Injury / Disease**

Every employee shall immediately report any occupational injury or disease to his/her supervisor. The employee shall file a report of occupational injury or disease as soon as possible. Forms are available in the office of each building.

**Liability**

Under state statutes, all hourly personnel will be covered, as are other district personnel, by school district liability policies and workers' compensation. It is important to note that the liability coverage extends to the parameters of an employee's responsibilities as outlined in his/her job description and related duties only.

**Safety Conditions and Occupational Injury**

Custodial employees shall immediately, no later than the end of their shift, report any and all unsafe or defective equipment. Such reports shall be made on forms supplied by the District. The employee shall retain a copy of any such report.

**ABSENCE****Late or Illness**

Any employee who will, unforeseeably, be late or out of work for the day, is required to call their supervisor/designee prior to the start of their work day. A doctor's note may be required after being out of work for three (3) consecutive days before an employee is able to return to work.

**Appointments**

Medical or other appointments scheduled during the work day will require that leave time be taken to cover absence from work. Sick leave may be taken for this purpose in quarter-day increments.

**Authorized Absence**

Requests for earned vacations, personal, and bereavement days are to be submitted in writing for consideration and authorization in advance to the Superintendent, or designee. This procedure applies to other authorized absences e.g. jury duty, military duty, etc. Notice of days taken should be given to their supervisor.

Authorization for emergency leave should be coordinated through the employee's immediate supervisor and will be granted on a case by case basis.

**TRAINING**

The Superintendent may approve workshops and in-service development expenses for employees, if determined appropriate and consistent with the employee's job responsibilities.

**COMPENSATION AND BENEFITS**

Except as may be otherwise noted in professional employee contracts, compensation and benefits shall be determined earned and provided, on the basis of:

**Anniversary/Employment Date**

All service anniversaries for purposes of salary advancement will be observed on July 1.



### **Pro Rata Compensation**

Employees who are hired after July 1, annually, will receive a prorated share of salary and other benefits to cover the period from the time they were hired to the next June 30. Employees separating from employment shall receive a prorated share of salary and other benefits covered from the period from July 1 to date of separation.

### **Wages or Salary**

Salaries are determined by the Superintendent. As part of the annual budget development and individual performance evaluation process, the Superintendent will make recommendations for cost of living and/or merit raises before the start of the fiscal year, or at other times when unusual conditions warrant.

### **Overtime**

Non-exempt employees will be eligible for overtime for hours worked over 40 hours in one week. Custodians who work on any holiday classified as a paid holiday by the District shall be compensated at time and one-half in addition to holiday pay.

### **Part-Time Employees**

Personnel who work less than 30 hours a week will be paid only for actual time worked.

### **Temporary Personnel and Intern Employees**

Personnel hired for temporary positions (90 days or less) or interns will be paid a wage determined by the Superintendent. No other benefits are authorized for personnel in this category.

## **BENEFITS**

### **Vacation**

Vacation time for 12-month, full-time employees will be as follows, unless otherwise stated in a contract (school year and part-time employees are not eligible):

- Less than 5 years of service: 2 weeks annual vacation  
Prorated based on date of hiring
- 5 years and less than 10 years of service: 3 weeks annual vacation
- 10 years and less than 20 years of service: 4 weeks annual vacation
- 20 years of service or more: 5 weeks annual vacation
  
- All vacation requests must be submitted in advance and in writing to the employee's immediate supervisor for the Superintendent's approval.
  
- Vacation days shall not be accumulated and carried over from year to year and must be used by Labor Day of the fiscal year in which the days are earned or else they will be forfeited. No payments shall be provided for earned and unearned vacation time upon separation of employment. Vacation shall be prorated based on date of separation.

- Earned vacation time for custodial staff will be grandfathered until they advance to the next level of years of service. For example, a custodial employee that has been here 9 years will be grandfathered for 17 days of vacation. On their 10-year anniversary, they will advance to 20 days on schedule with the manual.

### **Sick Leave**

School Year employees hired prior to July 1, 2017, will earn 12 days per year cumulative to 90 days. School Year employees hired after July 1, 2017, will earn 12 days per year cumulative to 45 days. Part-time employees shall be eligible for five (5) days of sick leave at the regularly scheduled hours per day.

12-month employees hired prior to July 1, 2017, will earn one and a quarter (1 & ¼) sick days per month equaling 15 days per year cumulative to 90 days. 12-month employees hired after July 1, 2017, will earn one and a quarter (1 & ¼) sick days per month equaling 15 days per year cumulative to 45 days.

When a very short period of time is needed (0-25 minutes), the following steps must be taken:

- The employee must get their supervisor's and/or principal's approval.
- The employee is responsible for finding his/her own coverage unless it's during a time when coverage is not needed (i.e. a planning period).

Beyond 25 minutes up to 1.75 hours (a ¼ day), the following steps should be taken:

- The employee must request supervisor's and/or principal's permission.
- The employee must find his/her own coverage (or work with their supervisor and/or building principal to find coverage).
- The employee must submit notification of ¼ day leave to the appropriate individuals (i.e. secretary for building reports).

### **Personal Days**

School Year employees will receive 3 personal days and 12-month employees shall receive 4 personal days per year, which if used shall be charged to sick leave. Part-time employees shall be eligible for one (1) personal day at the regularly scheduled hours per day, which will be charged to sick leave. All requests for personal days must be submitted at least 24 hours in advance to the employee's immediate supervisor. In the case of an emergency (only), authorization may be received from the employee's immediate supervisor. Personal days shall be used for personal business of a pressing nature that cannot be done at another time.

### **Bereavement Leave**

All employees will be allowed up to 3 days of leave in the event of a death in the immediate family. The term "immediate family" shall be defined to include spouse, children, parents, grandparents, grandchildren, in-laws, brothers and sisters. The superintendent may at his/her discretion grant additional days upon request based on the employee's individual circumstances.

### **Family Illness Leave**

All employees will be allowed up to 3 days of leave which shall be charged against sick leave in the event of the illness of an immediate family member. The term "immediate family" shall be defined to include immediate family members or family sharing the employee's household. The

Superintendent may at his/her discretion grant additional days based on the existing circumstances. Additional rights/opportunities are also available under the FMLA.

### **Reporting and Call-In Pay**

The District shall provide time clocks for eligible employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. Employees should punch out when they are on lunch break. No employee shall record time for another employee. Violations of this section shall be subject to appropriate disciplinary action including discharge.

If a custodial employee is called in to work outside of his/her regular schedule shall be guaranteed, as a minimum, two (2) hours straight time pay at his/her hourly rate.

### **Family and Medical Leave Act**

Consistent with the Family and Medical Leave Act of 1993, the Laconia School District recognizes that eligible employees have access to unpaid family and medical leave for up to twelve (12) weeks during any twelve (12) month period.

To be eligible for family or medical leave, an employee must have been employed for at least one year and have worked at least 1,250 hours during the prior twelve months.

The Act requires that the District allow eligible employees to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons: the birth of the employee's child, the placement of a child with the employee for adoption or foster care; to care for a seriously ill spouse, child, or parent; or a serious health condition rendering the employee unable to perform his or her job. The District will require an employee to first exhaust any accrued paid vacation, personal, or available medical/sick leave for purposes of leaves covered under this Act with the balance of the leave period being unpaid.

The Act also requires that the District maintain pre-existing health coverage for the duration of the twelve (12) week period and under the conditions coverage would have been provided if the employee had continued to pay any share of the health plan premium which he/she paid prior to the leave period. If an employee contributed to his/her health coverage before the leave, then the employee must continue to do so during the leave.

The employee shall notify the District of his/her request for leave, if foreseeable, at least thirty (30) days prior to the date when the leave is to begin. If such leave is not foreseeable, then the employee shall give such notice as is practical. The District may require certification from a health care provider if leave under this Act is requested. When an employee returns following a leave, he/she will be returned to the same or equivalent position of employment.

### **Maternity Leave**

Up to thirty (30) consecutive sick days may be used for maternity leave, unless a medical doctor determines medical complications require a longer leave.

### **Health Insurance**

1. The District shall provide eligible employees SchoolCare Yellow plan without Choice Fund (previously Consumer Driven Health Plan) with \$1,250 individual/\$2,500 2-person and family deductible; then 20% coinsurance to \$2,000 individual/\$4,000 2-person and family out of pocket maximum. The prescription benefit is subject to the above deductible and 10% coinsurance to the out of pocket maximum; not to exceed \$75 per Rx after the deductible is met.
2. Full time school year employees hired after June 30, 2013 will be eligible for Single health insurance coverage paid for by the school district. They may elect coverage for spouse and dependent family members at the employee's expense. Full time school year status prior to July 1, 2013 shall continue to be eligible for 2-person or family coverage at no cost to the employee. Full time, 12-month employees shall be eligible for Single, Two Person or Family coverage at the School District's expense.
3. In order to be eligible for benefits or contributions set forth herein, an employee must enroll as a member of one of the selections under provisions of Section 2.
4. Full time employees who provide proof of insurance from another non-Laconia School District or Affordable Care Act source and do not participate in the health insurance program shall receive three thousand two hundred dollars (\$3,200) which is taxable income and will be paid in twenty (20) equal payments of one hundred sixty dollars (\$160) each, beginning in September.
  - A. If both spouses of a married couple are employees on the School District, the School District will pay 1
  - B. 00% of the premium for 2-person or family coverage to cover both spouses, notwithstanding the percentages in the Laconia Education Association's Collective Bargaining Agreement, Appendix B.1, paragraph 1; however, neither spouse shall receive the opt-out payment under this paragraph.
5. The health insurance buy back will be pro-rated for:
  - A. Employees opting for the buy-out for less than the full benefit year, in accordance with the health insurance carrier's provisions; or
  - B. Employees employed for less than a full contract.

Employees participating in this provision may re-enter the program provided a qualifying event specified by the health insurance carrier is satisfied or during open enrollment as defined by the carrier.

6. Pre-Tax Contributions: IRS Section 125 Flexible Spending Accounts will be made available to employees for pretax deductions authorized by the employee for:
  - a. Dependent Care
  - b. Medical Expenses including insurance premiums not covered by insurance.
  - c. Dental expenses not covered by insurance.
  - d. Vision care not covered by insurance.

**Holidays**

Laconia School District fulltime, 12-month employees will receive thirteen (13) paid holidays per year. Employees will be provided with the paid holiday schedule as established by the Superintendent of schools on an annual basis:

- |                      |                            |
|----------------------|----------------------------|
| (2) Independence Day | (1) Labor Day              |
| (1) Columbus Day     | (1) Veterans Day           |
| (3) Thanksgiving     | (2) Christmas              |
| (1) New Year's Day   | (1) Martin Luther King Day |
| (1) Memorial Day     |                            |

**Tax Shelter Annuity Plan**

All Laconia School District Employees are eligible to make Elective Deferrals in accordance with section 403(b) of the Internal Revenue Code of 1986 with Laconia School District under this plan immediately following commencement of employment and for all periods thereafter.

**Retirement**

Upon retirement as defined by the NH Retirement System, eligible employees are entitled to payment of thirty (30) accumulated unused sick days based on employee's current per diem rate. In order to qualify, the employee must be a 12-month, full-time, 52-week employee with 15 years of continuous service to Laconia School District and provide a notice of retirement by October 1 of the current year with the intent to retire. Exceptions to the October 1<sup>st</sup> deadline may be granted at the discretion of the Superintendent.