

SCHOOL ADMINISTRATIVE UNIT #79

GCAA

HIGHLY QUALIFIED TEACHERS

Pursuant to federal law, the school district will strive to ensure that all teachers who teach core academic subjects will satisfy “Highly Qualified Teacher” requirements set forth in the No Child Left Behind Act of 2001. Core academic subjects are: English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, art, history, and geography.

Because standards for satisfying Highly Qualified Teacher requirements differ between elementary school and secondary school, the Superintendent and building principals are responsible for:

1. Making sure all teachers who are required to do so meet or exceed Highly Qualified Teacher requirements;
2. Properly documenting necessary paperwork and, if necessary, providing such paperwork to the New Hampshire Department of Education; and
3. Providing notice to parents/guardians whose children are not being instructed by a teacher who satisfies Highly Qualified Teacher requirements, as required by No Child Left Behind.

Additionally, it is encouraged that all “long-term substitute” teachers meet the requirements for Highly Qualified Teachers per No Child Left Behind. For the purposes of this policy, the term “long-term substitute” is defined as it is in the District’s collective bargaining agreement/master agreement, if applicable. Per the requirements of No Child Left Behind, parents will be notified if students have received instruction for four or more consecutive weeks in a core academic subject by a teacher who is not highly qualified.

Legal References:

[*Pub. L. 107-110, No Child Left Behind Act of 2001*](#)
[*20 U.S.C. §7801\(23\), Definitions, Highly Qualified Teacher*](#)
[*34 C.F.R. §200.55, Qualifications of Teachers*](#)

Revised: April 2010

New Policy: May 2006

Gilmanton School District Policy

FAMILY AND MEDICAL LEAVE ACT

Consistent with the federal Family and Medical Leave Act of 1993, the 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. The intent of this policy is to summarize the Act as it applies to eligible employees of the School District. Employees should consult regulations that implement the Act for more specific definitions and criteria for use. It is not the intent of this Policy to provide additional or different provisions than those specified in the Act and its implementing regulations.

To be eligible for family or medical leave, an employee must have been employed for at least twelve (12) months, have worked at least 1,250 hours during the prior twelve months, and be employed at a work-site where at least 50 employees are employed by the District within a 75-mile radius of that work-site.

Family leave shall be provided when a son or daughter is born to the employee or when one is placed with the employee for adoption or foster care. Medical leave shall be provided for the serious health condition of the employee, or in order for the employee to take care of a spouse, child, or parent who has a serious health condition rendering him/her unable to perform the functions of his/her job.

An employee may elect, or the District may require, an employee to use accrued paid vacation, personal, or family leave for purposes of family leave. An employee may elect, or the District may require, an employee to use accrued vacation, personal, or medical/sick leave for purposes of medical 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 a certification from a health care provider if medical leave is requested. When an employee returns following a leave, he/she must be returned to the same or equivalent position of employment. The Superintendent, or his/her designee, may reassign a teacher consistent with the teacher's agreement, to a different grade level, building or other assignment, consistent with the employee's certification.

The District shall post a notice prepared or approved by the Secretary of Labor stating the pertinent provisions of the Family and Medical Leave Act, including information concerning the enforcement of the Act.

The user of this policy is also directed to the applicable provisions of any Collective Bargaining Agreements in the district.

Legal Reference:

29 U.S.C. 2601 et. seq. Family and Medical Leave Act of 1993

1st Reading: October 19, 2009

2nd Reading: November 9, 2009

Adopted: November 9, 2009

SCHOOL ADMINISTRATIVE UNIT 79

GCG

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

See policy GBCD for Criminal History Records Check information.

SUBSTITUTES PAY

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

All part-time and substitute employees must undergo a criminal history records check prior to any employment.

Statutory Reference:
RSA 189:13-a

1st Reading: January 12, 2004
2nd Reading: January 26, 2004
Adopted: January 26, 2004

SCHOOL ADMINISTRATIVE UNIT 79

GCI

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

A program of in-service training will be established to provide an opportunity for the continuous professional and technical growth of the professional staff.

Staff members will become knowledgeable regarding new developments and changes in their specialized fields and will utilize new and improved methods in practice.

It shall be the responsibility of the Superintendent to implement appropriate staff development training and activities.

1st Reading: October 12, 2010
2nd Reading: November 9, 2010
Adopted: November 9, 2010

SCHOOL ADMINISTRATIVE UNIT 79

GCK

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

Note: Assignment may be subject to specific terms of the collective bargaining agreement.

1st Reading: January 12, 2004

2nd Reading: January 26, 2004

Adopted: January 26, 2004

SCHOOL ADMINISTRATIVE UNIT 79

GCNA

SUPERVISION OF INSTRUCTIONAL STAFF

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

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

1st Reading: October 12, 2010
2nd Reading: November 9, 2010
Adopted: November 9, 2010

SCHOOL ADMINISTRATIVE UNIT 79

GCO

TEACHER PERFORMANCE AND EVALUATIONS

The performance and effectiveness of a teacher shall be evaluated through a written evaluation procedure.

In the absence of written evaluation procedures contained in applicable collective bargaining agreements, the Board and Superintendent shall adopt and implement teacher evaluation procedures, criteria and other necessary components.

1 st Reading:	January 12, 2004
2 nd Reading:	January 26, 2004
Adopted:	January 26, 2004
Renamed/Revised:	October 11, 2011

GCQA - REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE

(Download policy)

Category: Recommended

The following reduction-in-force provisions will be implemented when the Board finds it necessary to reduce the number of certified positions. These provisions will apply to both full-time and part-time certified positions.

The board may reduce-in-force certified positions for reasons of: declining enrollment; budget reductions; changes in or consolidation of Board-authorized programs; or any other reason determined by the Board to be necessary or desirable.

Notice

As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Teachers' Association of the Board's determination.

The decision to implement the reduction-in-force shall be made at the sole discretion of the School Board.

Classifications of Certified Staff

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

1. Kindergarten through fifth grade.
2. Sixth grade through eighth grade.
3. Ninth grade through twelfth grade.
 - In secondary schools, classifications will be defined by major subject areas. For each secondary school, the classifications in each School are further defined according to the courses of study being offered: English (which includes reading and language arts,); Social Studies, Mathematics, Art, Science, Foreign Language, Business, Home Economics, Physical Education, Vocational Arts, Industrial Arts, Special Education, Music, Alternative Education, Guidance, Library Sciences.

NHSBA Note September 2011: This list of subjects will likely vary among school districts. Consult your current collective bargaining agreement and/or grade/class configurations.

Factors for Determining Reduction in Force

1. If reductions in staff are necessary or desirable, the District will retain those teachers who, at the Board's sole discretion, will be the best teachers for the District and students.
2. The Board does not condone "bumping." The best teachers will be retained regardless of a teacher's seniority or years of service in the District. A teacher with more than five years of employment in the District will not have an automatic right to displace another teacher with fewer than five years of service in the School District.

3. In identifying which teacher(s) to release, the administration and the Board will consider the following factors: certification, academic preparation, professional growth, job performance, experience in certified area and/or job classification, ability, and overall effectiveness. If all of the factors are equal, then seniority may be considered in making a final determination. However, no reduction in force will be based solely on seniority. Seniority is defined as the total number of years continuously employed in the District.
4. There will be no recall rights for terminated employees. However, the administration may consider the applications of terminated employees for such positions which may become available in subsequent years, provided the terminated employee(s) submit a seasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment at no less than the step occupied when the teaching position previously held was terminated.
5. Any transfer, assignments, or re-assignments resulting from or involved with a reduction in staff, will be made at the sole discretion of the Superintendent. In the event of a change of assignment or transfer as a result of the reduction-in-force, the teacher involved shall be notified of such change.
6. This reduction-in-force procedure is the only procedure that may be used in a reduction-in-force. No other personnel action, other than a reduction in force, may be considered under this policy.
7. A reduction-in-force will not be grievable under the collective bargaining agreement grievance procedures unless specifically allowed under the terms of the agreement.

NHSBA Note September 2011: This policy is subject to local collective bargaining agreements and the reduction-in-force provisions contained therein. Please note that SB 196, effective July 1, 2011, amends RSA 189:14-a, III to state “In cases of nonrenomination or nonreelection because of reduction in force, the reduction in force shall not be based solely on seniority.” Additionally, SB 196 amends RSA 273-A:4 in part to state “No grievance resulting from the failure of a teacher to be renewed pursuant to RSA 189:14-a shall be subject to arbitration or any other binding resolution, except as provided by RSA 189:14-a and RSA 189:14-b.”

Legal References:

RSA [189:14-a](#), Failure to be Renominated or Reelected

RSA [273-A:4](#), Grievance Procedures

Revised: September 2011

Revised: July 1998, November 1999

SCHOOL ADMINISTRATIVE UNIT 79

GCQC

RESIGNATION OF INSTRUCTIONAL STAFF MEMBER

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

Resignations tendered between the time the employee signs the contract and July 1 of a given year will not be accepted unless and until a suitable and fully qualified replacement is hired. Resignations tendered after July 1 of the year of the contract will not be accepted nor will the employee be released from his/her contractual duties.

However, the Board recognizes that extenuating circumstances may arise which warrants it giving special consideration to a resignation request. In these instances, the Board may make exceptions to this policy, on a case by case basis.

If an employee under contract breaches his/her contractual obligations to the district or fails to abide by the terms of this policy, the Board may initiate such legal actions as it deems appropriate, including monetary damages from the employee.

In addition, if a teacher reneges on his/her contract, the Board may notify the teacher certification division to the Department of Education.

1st Reading: November 9, 2010

2nd Reading: October 11, 2011

Adopted: October 11, 2011

SCHOOL ADMINISTRATIVE UNIT 79

GCRC

PROFESSIONAL PERSONNEL CONSULTING

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

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

1st Reading: November 9, 2010

2nd Reading: October 11, 2011

Adopted: October 11, 2011