

PERSONNEL POLICIES GOALS

The District's specific personnel goals are:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection that will result in the employment and retention of individuals with the highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the system's learning program.
2. To develop a general staff assignment strategy that will contribute to the learning program, and to use it as the primary basis for determining staff assignments.
3. To provide positive programs of staff development that contribute both to improvement of the learning program and to each staff member's career development aspirations.
4. To provide for a genuine team approach to education.
5. To develop and use for personnel evaluation positive processes that contribute to the improvement of both staff capabilities and the learning program.

LEGAL REF.: 603 CMR 26:00

EQUAL EMPLOYMENT OPPORTUNITY

The District School Committee subscribes to the fullest extent to the principle of the dignity of all people and of their labors and will take action to ensure that any individual within the District who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, gender identity, national origin, disability or sexual orientation. Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

LEGAL REF.: BESE Regulations 603 CMR 26:00

CROSS REF.: AC, Nondiscrimination

STAFF ETHICS / CONFLICT OF INTEREST

The District School Committee expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the school system.

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him/her.

In order to avoid the appearance of any possible conflict, it is the policy of the District School Committee that when an immediate family member, as defined in the Conflict of Interest statute, of a District School Committee member or district administrator is to be hired into or promoted within the School District, the Superintendent-Director shall file public notice with the District School Committee and the Town or District Clerk at least two weeks prior to executing the hiring in accordance with the law.

Every employee is required to provide a copy of the certificate of completion of the State Ethics Training course.

LEGAL REFS.: M.G.L. 71:52; 268A:1 et seq.

STAFF CONDUCT

All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the District School Committee, and the regulations designed to implement them.

In the area of personal conduct, the Committee expects that all personnel will conduct themselves in a manner that not only reflects credit to the school system but also sets forth a model worthy of emulation by students.

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Committee and their implementing regulations and school rules in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

LEGAL REFS.: M.G.L. 71:37H; 264:11; 264:14

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

The acceptance of gifts worth \$50 or more by school personnel in a calendar year when the gift is given because of the position they hold, or because of some action the recipient could take or has taken in his or her public role, violates the conflict of interest law. Acceptance of gifts worth less than \$50, while not prohibited by the conflict of interest law, may require a written public disclosure to be made.

In keeping with this policy, no employee of the school district will accept a gift worth \$50 or more that is given because of the employee's public position, or anything that the employee could do or has done in his or her public position. Gifts worth less than \$50 may be accepted, but a written disclosure to the employee's appointing authority must be made if the gift and the circumstances in which it was given could cause a reasonable person to think that the employee could be improperly influenced. The value of personal gifts accepted is aggregated over a calendar year (4 gifts of \$20 value is the same as 1 gift of \$80 if given in the same calendar year).

In general, homemade gifts without retail value are permissible because a reasonable person would not expect an employee would unduly show favor to the giver, so no disclosure is required. Such gifts could include homemade food items (cookies, candy, etc), handpicked flowers, and handmade gifts worth less than \$10 (ten) dollars.

Class Gifts

There is a specific exception to the prohibition against accepting gifts worth \$50 or more, when the teacher knows only that the gift is from the class, not from specific donors. A single class gift per calendar year valued up to \$150 or several class gifts in a single year with a total value up to \$150 from parents and students in a class may be accepted provided the gift is identified only as being from the class and the names of the givers and the amounts given are not identified to the recipient. The recipient may not accept an individual gift from someone who contributed to the class gift. It is the responsibility of the employee to confirm that the individual offering such gift did not contribute to the class gift.

Gifts for School Use

Gifts given to a teacher solely for classroom use or to purchase classroom supplies are not considered gifts to an individual employee and are not subject to the \$50 limit. However, an employee who accepts such gifts must keep receipts documenting that money or gift cards were used for classroom supplies.

Solicitations

In spirit, the District School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

Legal Ref: M.G.L. 268A:3; 268A:23; 930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools

South Middlesex Regional Vocational Technical School District

DRUG-FREE WORKPLACE POLICY

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free work-place; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: IHAMB, Teaching about Drugs, Alcohol, and Tobacco
[JICH](#), Drug and Alcohol Use by Students

TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED

Smoking or the use of tobacco, including e-cigarettes and vapor devices, within school buildings, the school facilities or on school property or buses by any individual, including school personnel, is prohibited.

Staff members who violate this policy will be referred to their immediate supervisor.

LEGAL REF.: M.G.L. 71:37H

STAFF PERSONAL SECURITY AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

Employees offered a position as a custodian, maintenance worker or food service worker must successfully pass a pre-employment physical examination (provided at District School Committee cost) prior to the date of employment.

The Superintendent-Director may require an employee to submit to a physical examination by a physician appointed by the school system whenever that employee's health appears to be a hazard to children or others in the school system or when a doctor's certificate is legally required to verify need for sick leave.

School employees, their families and members of their household are eligible to use the confidential services provided by the town's employee assistance program,

LEGAL REFS.: M.G.L. 71:54; 71:55C

CROSS REFS.: EB, Safety Program

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The District School Committee recognizes that employees of the school system have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive office.

In connection with campaigning, an employee will not: use school system facilities, equipment or supplies; discuss his/her campaign with school personnel or students during the working day; use any time during the working day for campaigning purposes. Under no circumstances, will students be pressured into campaigning for any staff member.

LEGAL REF.: M.G.L. 71:44

PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school system, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the District School Committee's education reporting requirements. To meet these needs, the Superintendent-Director will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel folder for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent-Director will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent-Director to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of his/her own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.
6. Lists of school system employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247
Title IV, as amended
88 Stat. 571-574 (20 U.S.C. 1232g) and regulations
M.G.L. 4:7; 71:42C
Teachers' Agreement

CONTRACT REF.: All Agreements

CROSS REF.: KDB, Public's Right to Know

STAFF COMPLAINTS AND GRIEVANCES

The District School Committee will encourage the administration to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and District School Committee.

It is the Committee's desire that grievance procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns.

Channels established will provide for the following:

1. That teachers and other school employees may appeal a ruling of a Principal or other administrator to the Superintendent-Director.
2. That all school employees may appeal a ruling of the Superintendent-Director to the Committee, **except in those areas where the law has specifically assigned authority to the Principal and/or the Superintendent-Director and Committee action would be in conflict with that law.**
3. That all hearings of complaints before the Superintendent-Director or Committee be conducted in the presence of the administrator who made the ruling that is the subject of the grievance.

The process established for the resolution of grievances in contracts negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular contract.

LEGAL REFS.: M.G.L. 150E:5 and 8

CONTRACT REFS.: All Contract Agreements

PROFESSIONAL STAFF POSITIONS

All professional staff positions in the school system will be created initially by the District School Committee. It is the Committee's intent to activate a sufficient number of positions to accomplish the school system's goals and objectives and to provide for the equitable staffing of each school building. Although such positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

Each time a new position is established by the Committee, the Superintendent-Director will present for the Committee's approval a job description for the position, which specifies the jobholder's qualifications and the job's performance responsibilities. The Superintendent-Director will maintain a comprehensive set of job descriptions for all positions.

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

The District School Committee will adopt a salary schedule for regular teaching personnel as part of the contract negotiated with the teachers' bargaining unit. The schedule will be designed to recognize and reward training and experience and encourage additional study for professional advancement.

Principals

Salaries will be reviewed annually prior to July 1. The District School Committee, with the advice of the Superintendent-Director, will establish levels of compensation for each position based on the circumstances, dynamics, and requirements of each position. Consideration may be given to individuals for exceptional performance as a basis for establishing merit increases for Principals. It is the responsibility of the Superintendent-Director to present evidence to the District School Committee to support recommendations for merit increases.

Administrators

Salaries will be reviewed annually prior to July 1. The Superintendent-Director may, upon the request of the Committee, survey other school systems to determine salaries being paid for comparable positions in each system. The survey will include the effective date of the specified salary.

LEGAL REFS.: M.G.L. 71:40; 71:42B; 71:43

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF PRINCIPALS

The Principal shall be employed by the School under an individual contract of employment. Said contract shall be submitted to the District School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the District School Committee.

Initial contracts issued to Principals may be up to three years in length, and may be reissued by the Superintendent-Director at levels of compensation/benefits, determined by the District School Committee, provided that the Superintendent-Director may employ a Principal under the terms and conditions of the previous contract of employment.

The length of second and subsequent contracts of employment for Principals shall be in accordance with state law.

As a condition of employment, each Principal must maintain current certification, adhere to the policies and goals of the District School Committee and the directives of the Superintendent-Director, and annually must submit, with the school council, the educational goals and school improvement plan for the school building(s) under his/her direction.

LEGAL REF: M.G.L. 71:41; 71:59B

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

Assignments that are to be accorded extra compensation will be designated by the Committee. **Appointments to these positions will be made by the Superintendent-Director for District-wide positions or by the Principal with the approval of the Superintendent-Director for building based personnel. The amount of compensation for the position will be established by the Committee at the time the position is created.**

A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. If a teacher will not be extended the assignment for the following school year but will remain on the teaching staff, he or she will be so notified in writing prior to the expiration of the contract. Upon termination of the assignment, the supplementary pay will cease.

SOURCE: MASC

LEGAL REF.: Collective Bargaining Agreement

FAMILY AND MEDICAL LEAVE

The School System shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent-Director shall issue, and from time to time amend, regulations setting forth the rights and procedures granted by the Act, and shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993"

DOMESTIC VIOLENCE LEAVE POLICY

It shall be the policy of the school district to permit an employee to take up to 15 days of domestic violence leave from work in any 12 month period. In order to be eligible for said leave:

- (i) the employee , or a family member of the employee must be a victim of abusive behavior;
- (ii) the employee must be using the leave from work to seek or obtain medical attention, counseling , victim services or legal assistance; secure housing; obtain a protective order from court; appear before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and
- (iii) the employee must not be the perpetrator of the abusive behavior against such employee's family member.

The employer shall have the sole discretion to determine whether this leave shall be paid or unpaid. An employee seeking such leave shall exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking domestic violence leave, unless the employer waives this requirement.

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave shall be required. If such imminent danger exists the employee shall notify the employer within 3 workdays that the leave was taken. The notification may be communicated to the employer by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within a reasonable period after the employer requests it.

An employee shall satisfy this documentation requirement by providing anyone of the following documents to the employer:

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;

- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;
- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt ; or has been convicted of , or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior;
- (5) medical documentation of treatment as a result of the abusive behavior;
- (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, , shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior;
- (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been a victim of or is a family member of a victim of abusive behavior.

All information related to the employee's leave shall be kept confidential and shall not be disclosed, except to the extent that disclosure is:

- (i) requested or consented to, in writing, by the employee;
- (ii) ordered to be released by a court of competent jurisdiction;
- (iii) otherwise required by applicable federal or state law;
- (iv) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the Attorney General; or
- (v) necessary to protect the safety of the employee or others employed at the workplace.

The Superintendent-Director shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the district's employee handbooks, by whatever title they may be known, or by direct notice about the Domestic Violence Law and securing the employees signature acknowledging receipt of the handbook/notice. The Superintendent-Director shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner that he/she deems appropriate.

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner discriminate against an employee for exercising the employee's rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee's return from such leave, he/she shall be entitled to restoration to the employee's original job or to an equivalent position. Definitions of 'abuse', "abusive behavior", "domestic violence", "employees" and "family members" may be found in the laws referenced below.

LEGAL REF.: M.G.L. 149:52E; Section 10
Chapter 260 of the Acts of 2014

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

It is the responsibility of the Superintendent-Director, with the assistance of the administrative staff, to determine the personnel needs of the school system and it is the responsibility of the Principal, in consultation with the Superintendent-Director, to determine the personnel needs of the school. In addition, school councils may review personnel requirements as a means of evaluating the needs of a school. Any recommendations for the creation or elimination of a position must be approved by the District School Committee.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the characteristics of the town and the need for a heterogeneous staff from various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school system. Any current employee may apply for any position for which he or she has certification and meets other stated requirements.

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications.

LEGAL REFS.: Collective Bargaining Agreements

PROFESSIONAL STAFF HIRING

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions. The selection process will be based upon awareness to candidates who will devote themselves to the education and welfare of the children attending the schools.

It is the responsibility of the Superintendent-Director, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the school system and to locate suitable candidates. No position may be created without the approval of the District School Committee. The District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the children.

It will be the duty of the Superintendent-Director to see that persons considered for employment in the schools meet all certification requirements and the requirements of the Committee for the type of position for which the nomination is made.

The following guidelines will be used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, gender identity, creed, race, color, national origin, disability, sexual orientation or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent-Director; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the District School Committee a representative screening committee may be established by the District School Committee or the District School Committee may direct the Superintendent-Director to establish a screening committee to assist the Superintendent-Director in making his recommendation to the District School Committee.

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45
Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendent-Directors and Assistant Superintendent-Directors in the Public Schools of the Commonwealth of Massachusetts, revised 1994
BESE Regulations 603 CMR 7:00, 26.00, and 44:00

NOTE: District School Committees may determine the size and composition of the screening committee.

SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

The school system will employ as substitute teachers, to the extent possible, persons who meet the requirements for teacher appointments and will assign teachers substitute-teaching positions on the basis of their areas of competence. When the supply of potential substitutes in a particular subject area is too limited to meet school department needs, there will be active recruitment for substitutes in those areas. All substitute teachers will be expected to provide educational services, rather than to assume merely a student-supervisory role. They will be provided with as much support as possible by building administrators and teachers.

The District School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the District School Committee.

PHILOSOPHY OF STAFF DEVELOPMENT

All staff members will be encouraged in and provided with suitable opportunities for the development of increased competencies beyond those they may attain through the performance of their assigned duties and assistance from supervisors.

Opportunities for professional growth may be provided through such means as the following:

1. Planned in-service programs and workshops offered within the school system from time to time; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within and without the school system.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. Leaves of absence for graduate study, research, and travel.
5. Partial payment of tuition for approved courses.

The Superintendent-Director will have authority to approve or deny released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

PROFESSIONAL TEACHER STATUS

Teachers and certain other professional employees who have served in the School District for three consecutive years shall be entitled to professional teacher status. The Superintendent-Director, upon recommendation of the Principal, may award such status to a teacher who has served in the Principal's school for not less than one year or a teacher who has obtained such status in any other public school district in the Commonwealth. The Superintendent-Director will base his/her decisions on the results of evaluation procedures conducted according to Committee policy.

At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent-Director to notify each employee promptly in writing of the decision on reappointment. Notification to a teacher not being reappointed must be made by **June 15** or at an earlier date if required by a collective bargaining agreement.

A teacher who attains professional teacher status will have continuous employment in the service of the school system. A teacher with professional teacher status whose position is abolished by the District School Committee may be continued in the employ of the school system in another position for which he/she is legally qualified.

Nothing in these provisions will be considered as restricting the Superintendent-Director from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which he/she is not legally qualified.

Established by law and Committee policy

LEGAL REFS.: M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:42B; 71:43

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

The basic consideration in the assignment of professional staff members will be the needs of the students and the instructional program.

Therefore, the assignment and transfer of professional staff members will be accomplished by the Superintendent-Director on the basis of the employee's qualifications, the needs of the school, and the employees' expressed desires.

Care will be exercised by the Superintendent-Director to assure that the school is staffed with effective teachers.

Within the school, the building administrator will have the authority to assign classes and courses, provided this is done with full regard for the teacher's area of certification and the policies delineated above.

CONTRACT REF.: Teachers' Agreement

EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, a continuous program for teacher and administrator evaluation will be established by the District School Committee. Regular reports will be made to the Superintendent-Director concerning the outcomes of these evaluations.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for making evaluations.
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program.
3. The application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

The evaluation process will include self-evaluation, supervisor initiated observations, and teacher initiated observations.

The formal evaluations will be written and will be discussed by the supervisor and the person being evaluated. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and his department chairman (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

The written evaluation should be specific in terms of the person's strengths and weaknesses. Those areas where improvement is needed should be clearly set forth and recommendations for improvement should be made. Subsequent evaluations should address themselves to any improvement or to any continuing difficulty that is observed.

LEGAL REFS.: M.G.L. 69:1B; 71:38; 71:38Q; 150E; 152B
603 CMR 35:00

CONTRACT REF.: Teachers' Agreement

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Professional staff members may discontinue their service in the school system during the school year by submitting a written notice of intent to resign to the appropriate hiring authority.

Such written notice of intent to resign will be given to the Superintendent-Director. The staff member will be notified in writing of the Superintendent-Director's action on the resignation.

When a resignation is accepted by the Superintendent-Director the employee may be expected to continue in service at his or her assigned duties for a period of 30 days after submission of the resignation.

RETIREMENT BENEFITS OF PROFESSIONAL STAFF MEMBERS

A retiree and/or their qualifying spouse may opt out of a benefit plan(s) at any time; but in order to be reinstated to the South Middlesex Regional Vocational Technical School District benefit plan the retiree must provide a written request to the District Business Office by October 15 prior to the enrollment period [May of the upcoming year] and said retiree would be expected to pay 100% of the benefit.

In the event a retiree has a qualifying event (as determined by the Benefit Plan Sponsor in compliance with M.G.L. c. 32b and all applicable federal laws) they would be eligible to enroll in a South Middlesex Regional Vocational Technical School District benefit within the 30-day qualifying event grace period and paying 100% of the premium expense.

LEGAL REF.: M.G.L. 32:1 et seq.
Age Discrimination in Employment Law P.L. 95-256
Teacher's Collective Bargaining Agreement
Individual Employment Agreements

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

The Superintendent-Director will strive to assist personnel to perform their duties efficiently. However, the **Superintendent-Director** may dismiss any employee in accordance with state law. Further, the Committee recognizes the constitutional rights of the District's employees and assures them the protection of due process of law. To guarantee such rights, a system of constitutionally and legally sound procedures will be followed in each case of suspension or dismissal of an employee.

When the Superintendent-Director or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school system, he or she will:

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
 - a. Indicate whether the action the Superintendent-Director is taking is dismissal or suspension.
 - b. State the reason for the suspension or dismissal.
 - c. Guarantee that all procedures will be in accordance with due process of law.
 - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

LEGAL REFS.: M.G.L. 71:42; 71:42D

TUTORING FOR PAY

Definition: "Tutoring" means giving private instruction or help to an individual or group for which the teacher receives remuneration other than through the District School Committee.

A teacher cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in his/her class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents a list of persons who are willing to tutor. This list may include teachers, but not the student's teacher of the subject in which he or she is to be tutored.

Tutoring for pay is not to be done in the school building.

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers

SOURCE: MASC 2013

PROFESSIONAL ORGANIZATIONS

Professional staff members are encouraged to engage in activities which will broaden their vision and knowledge of education and increase their competence as they function as members of the School staff.

In furtherance of this goal, the District School Committee shall maintain membership in certain education organizations. Staff members are encouraged to participate as fully as possible in the activities of these organizations.

The Superintendent-Director or the Principal must authorize in advance the reimbursement of staff members for expenditures for items such as: books, subscriptions, transportation, meals, lodging, membership fees, and conference costs.

Adopted: December 3, 2001

LEGAL REFS.: M.G.L. 40:5, 71:16

SOURCE: South Middlesex

SUPPORT STAFF

Support staff provide auxiliary services in support of the educational program. Though some may need licensing or certification by the Commonwealth to engage in their specialty, they do not need educational certification to perform services for the School District. For purposes of granting sick leave and determining eligibility for certain benefits, support staff are classified according to the continuity and amount of time worked as follows:

- 12-month, full-time employee: An employee who works full-time each week on a twelve-month basis.
- 10-month, full-time employee: An employee who works full-time each week on a ten month (school year) basis.
- 12 month, part-time employee: An employee who works twenty or more hours but less than full-time each week on a twelve month basis.
- 10-month, part-time employee: An employee who works twenty or more hours but less than full-time each week on a ten-month (school year) basis.
- Irregular employee: An employee who averages fewer than twenty hours per week over a 26 consecutive week period and who usually does not work on a continuous basis.

The following policies apply specifically to support personnel. Many other policies pertain to all employees of the School District and thus apply to support personnel. Those policies which apply specifically to support personnel include the following:

- BBA District School Committee Powers and Duties
- KA School - Community Relations Goals
- GBL Personnel Records
 - 1. JHC, School Health Services and Requirements
 - 2. Job Descriptions

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school system must participate intelligently and effectively for the benefit of the children. This school system will employ support staff members in positions that function to support the education program.

All support staff positions will be established initially by the Committee. In each case, the Superintendent-Director will submit for the Committee's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled or the number of persons holding the same type of position reduced in event of de-staffing requirements, only the Committee may abolish a position it has created.

SUPPORT STAFF POSITIONS

Establishment of Clerical Positions

In support of the educational programs of the School, secretaries and clerks perform many necessary services, including preparing, transcribing, systematizing, and filing written communications and records; operating office equipment such as computers, word processors, typewriters, bookkeeping machines, copying machines, and key punch and tabulating machines; and providing services as receptionist and communications person for the administrator to whom the staff person is assigned.

Establishment of Custodial Positions

The work of the custodial staff includes the following vital functions and responsibilities:

- a. General safety, health, and comfort of the professional staff, support staff and pupils.
- b. Condition of the site and its apparatus, and the condition and state of repair of the buildings and the equipment.
- c. Cleanliness of the buildings and orderliness of all apparatus and equipment.
- d. Sanitation throughout the School plant.
- e. Fire safety.
- f. Proper operation of service systems, including heating, ventilating, lighting, water and sewage.
- g. Proper storage of all materials.
- h. Prevention of damage by water, wear and abuse.

Establishment of Cafeteria Positions

The cafeteria staff is responsible for implementing the food service program at the School, including the handling, processing, preparing, delivery and distribution of meals and the maintenance and cleaning of the food service area and all equipment and apparatus.

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of pay and levels of compensation for support staff personnel, the District School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of District School Committee policy.

The District School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

Overtime

Support staff employees will be paid overtime wages for work performed in excess of 40 hours in a work week.

In counting hours for the purpose of allowing overtime work and pay, supervisors will consider sick leave, vacation time, and holidays as time worked.

Every effort must be made to minimize overtime by scheduling duties during the regular workday. Overtime will be authorized only by the Superintendent-Director and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

LEGAL REF.: M.G.L. 71:38

CONTRACT REFS.: All Contracts

RETIREMENT BENEFITS OF SUPPORT STAFF MEMBERS

A retiree and/or their qualifying spouse may opt out of a benefit plan(s) at any time; but in order to be reinstated to the South Middlesex Regional Vocational Technical School District benefit plan the retiree must provide a written request to the District Business Office by October 15 prior to the enrollment period [May of the upcoming year] and said retiree would be expected to pay 100% of the benefit.

In the event a retiree has a qualifying event (as determined by the Benefit Plan Sponsor in compliance with M.G.L.c. 32b and all applicable federal laws) they would be eligible to enroll in a South Middlesex Regional Vocational Technical School District benefit within the 30-day qualifying event grace period and paying 100% of the premium expense.

LEGAL REFS.: M.G.L. 32:1 et seq, 32:90F, 71:16F
Support Staff Collective Bargaining Agreements
Age Discrimination in Employment Law

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Support staff employees employed by the School District may be terminated by the Principal of the building in which they serve, with the approval of the Superintendent-Director. However, employees may request the Superintendent-Director to review the circumstances of their termination.

Bus drivers are employed on a monthly basis with continuity of employment conditioned only upon satisfactory performance. In the event of failure to perform as required, the Superintendent-Director may immediately suspend employment.

Support staff employees will generally be given notice of their dismissal two weeks prior to the effective date.

The Superintendent-Director, or the Principal, with the approval of the Superintendent-Director, may also suspend employees from their assignments.