

Section G

PERSONNEL

File: GA

PERSONNEL POLICIES GOALS

NOTE: School Committees must realize that even though they are no longer involved in the process of hiring school district employees other than the Superintendent and Assistant Superintendent, they are responsible to the students and residents of the school district they represent to insure that the highest quality individuals available are hired to meet the needs of the District. They have the additional responsibility to articulate the expectations of the District relative to personnel. This must be done in the form of District Policy. The School Committee recognizes that an efficient staff dedicated to education is necessary to maintain a constantly improving educational program.

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 26:08 paragraphs 3,7,8,9

File: GBA

EQUAL EMPLOYMENT OPPORTUNITY

The School Committee subscribes to the principle of the dignity of all people and of their labors. 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*, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.

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.

*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.

SOURCE: MASC - Updated 2022

LEGAL REF.: M.G.L. 151B:4;

603 CMR 26:00

Acts of 2022, Chapter 117 -

<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

CROSS REF.: AC, Nondiscrimination

NOTE: Although it is not usually necessary to have a policy that simply restates existing law, in this case it is important to reaffirm the School Committee's commitment to equal opportunity and to remind the hiring authorities in the District that many considerations other than District educational goals are factors to be considered.

Reviewed: 12/21/2023

Approved: 1/24/2024

File: GBD (also BHC)

SCHOOL COMMITTEE-STAFF COMMUNICATIONS

The School Committee wishes to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the Superintendent.

Staff Communications to the School Committee

All communications or reports to the Committee or any of its subcommittees from Principals, supervisors, teachers, or other staff members will be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the Committee from administrative decisions on important matters, except those matters that are outside the Committee's legal authority, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Committee's policy on complaints and grievances. Staff members are also reminded that Committee meetings are public meetings. As such, they provide an excellent opportunity to observe first-hand the Committee's deliberations on problems of staff concern.

School Committee Communications to Staff

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff fully informed of the Committee's problems, concerns and actions.

Visits to Schools

Individual School Committee members interested in visiting schools or classrooms will inform the Superintendent of such visits and make arrangements for visitations through the Principals of the various schools. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Committee members will be carried on only under Committee authorization.

File: GBEA

STAFF ETHICS / CONFLICT OF INTEREST

The 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.

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

SOURCE: MASC

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

File: GBEB
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 School Committee, and the regulations designed to implement them.

In the area of personal conduct, the Committee expects that teachers and others 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 flyers, 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 the 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 a gift did not contribute to the class of the 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 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.

SOURCE: MASC December 2012
Legal Ref: M.G.L. 268A:3; 268A:23; 930 CMR 5.00
CROSS REFS: KHA, Public Solicitations in the Schools
JP, Student Gifts and Solicitations

Revision Adopted: February 13, 2013

File: GBEC

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: JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

File: GBGB

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.

Physical examinations will be required of bus drivers and food handlers as law or state regulations require.

The Superintendent 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 needed to verify need for sick leave.

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

CROSS REFS: EB, Safety Program

GCBD, Professional Staff Fringe Benefits

GDBD, Support Staff Fringe Benefits

File: GBJ

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 School Committee's education reporting requirements. To meet these needs, the Superintendent 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 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 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 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 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

File: GBK

STAFF COMPLAINTS AND GRIEVANCES

The 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 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.
2. That all school employees may appeal a ruling of the Superintendent to the Committee, except in those areas where the law has specifically assigned authority to the Principal and/or the Superintendent and Committee action would be in conflict with that law.
3. That all hearings of complaints before the Superintendent 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

File: GCA

PROFESSIONAL STAFF POSITIONS

All professional staff positions will be created initially by the 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 will present for the Committee's approval a job description for the position, which specifies the job holder's qualifications and the job's performance responsibilities. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

File: GCBA

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

The 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 School Committee, with the advice of the Superintendent, 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 to present evidence to the School Committee to support recommendations for merit increases.

Administrators

Salaries will be reviewed annually prior to July 1. The Superintendent 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; 71:43

CONTRACT REF: Teachers' Agreement

File: GCBB

EMPLOYMENT OF PRINCIPALS

Principals shall be employed by the Wilmington Public Schools under individual contracts of employment. Said contracts shall be submitted to the 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 School Committee.

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

As a condition of employment, each Principal must maintain current certification, adhere to the policies and goals of the School Committee and the directives of the Superintendent, and annually before April 1 must submit, with the school council, the educational goals and school improvement plan for the school building(s) under his/her direction.

File: GCBC

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 for District-wide positions or by the Principal with the approval of the Superintendent 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/she or she will be so notified in writing. Upon termination of the assignment, the supplementary pay will cease.

LEGAL REF: Collective Bargaining Agreement

File: GCBD

PROFESSIONAL STAFF FRINGE BENEFITS

NOTE: This is an area that is generally covered by the terms of contracts negotiated with recognized bargaining units. In most instances, a note referring the reader to the pertinent contract(s) (with article and/or section number, if desired) would be appropriate.

However, if there are separate policies on fringe benefits for professional staff members who are not members of a recognized bargaining unit, staff insurance plans to which the school system contributes, tuition refunds, and other special benefits would then be included here.

****If a Principal's contract makes reference to benefits consistent with school policy then this is where the benefits would be listed.**

CROSS REF: GBGB, Staff Personal Security and Safety

File: GCCC/GDCC
FAMILY AND MEDICAL LEAVE

The School System shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent 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.

SOURCE: MASC

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

File: GCCC-E/GDCC-E
FAMILY AND MEDICAL LEAVE

A. Leave without Pay

1. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness, the illness of a spouse, child, or parent, or the birth or adoption of a child.
2. The employee's immediate supervisor may authorize leave without pay for up to two (2) days per year. Only the Director may approve leave without pay beyond two (2) days per year. An employee requesting leave without pay for more than two (2) days must put the request in writing.
3. An employee is not entitled to leave without pay unless
 - a. That employee has been employed for at least twelve (12) months by the School Committee and
 - b. That employee has worked at least 1250 hours in the previous 12-month period.
4. Extent of leave:
 - a. An eligible employee may take up to twelve weeks of leave total during a twelve month period, including any paid leave used. The employee must exhaust all available paid vacation leave and personal leave before being entitled to take leave without pay.
 - b. In any case where both husband and wife work for the School Committee, parental leave or family medical leave to care for a sick parent is limited to twelve work weeks total for the husband and wife. Except as otherwise provided, the husband and wife may divide the twelve workweeks leave in any way they may agree to.
5. Definitions:
 - a. "Child" means a son or daughter, whether biological adopted, or foster child, or a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.
 - b. "Director" means the Director of Finance and Personnel or the designee of the Superintendent.
 - c. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices,

- or any person determined by the Secretary of Labor to be capable of providing health care services.
- d. "Intermittent Leave" means leave taken in whole day periods but less than a whole workweek.
 - e. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
 - f. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee. Except for teachers, no employee exempt from the overtime rules of the Fair Labor and Standards Act may take leave on a reduced leave schedule without the permission of the Director.
 - g. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves--
 - (1) Inpatient care in a hospital, hospice, or residential medical care facility, or
 - (2) Continuing treatment by a health care provider.
 - h. "Spouse" means a husband or wife.
 - i. "Twelve Month Period" means the school system's fiscal year.

B. Types of Leave without Pay

- 1. Personal Medical Leave without Pay: The Director may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.
 - a. An employee must exhaust all available sick leave, including leave from the sick leave bank, before taking leave without pay.
 - b. Licensure:
 - (1) The Director may require a licensure from the employee's health care provider, stating--
 - i. The date on which the health condition began,
 - ii. The probable duration of the condition,
 - iii. The appropriate medical facts within the health care provider's knowledge regarding the condition,

- iv. A statement that the employee is unable to perform the functions of his/her job.
 - (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he/she or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of the Director's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee
 - (3) If the second opinion conflicts with the first, the Director may require, at the School Committee's expense, a third opinion. The health care provider shall provide a report concerning information in b., above. The provider shall be final and binding on the School Committee and the employee.
 - (4) The Director may require an employee on medical leave without pay to provide re-licensure at reasonable intervals.
 - c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School System, subject to the approval of the employee's health care provider.
 - (2) Shall give the employee's supervisor at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave without pay, except that if the date of treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
 - d. Failure to provide notice as mandated by c. above shall result in the denial of leave until the required notice period has passed.
 - e. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
 - f. Before the employee may resume work, the employee must present his or her supervisor with written licensure from the employee's health care provider that the employee is able to resume work.
- 2. Family Medical Leave without Pay: The Director may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.
 - a. Licensure:

- (1) The Director may require a licensure from the health care provider for the spouse, child, or parent, as the case may be, stating--
 - i. The date on which the health condition began,
 - ii. The probable duration of the condition,
 - iii. The appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. A statement that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
 - (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he/she or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of the Director's designated health care provider concerning the information in b. above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
 - (3) If the second opinion conflicts with the first, the Director may require, at the School Committee's expense, a third opinion. The health care provider shall provide a report concerning information in b. above. The provider shall be final and binding on the School Committee and the employee.
 - (4) The Director may require an employee on medical leave without pay to provide re-licensures at reasonable intervals.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee--
- (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
 - (2) Shall give the employee's supervisor at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
- c. Failure to provide notice as mandated by b. above shall result in the denial of leave until the required notice period has passed.

- d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
- a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least 30 days' notice before the date the leave is to begin. If the date of the birth or replacement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.
 - b. Failure to provide notice as mandated by a. above shall result in the denial of leave until the required notice period has passed.
 - c. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Director in writing.

C. Special Rules

1. Rules Applicable to Instructors in Periods near the Conclusion of the Academic Term: The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.
- a. If leave without pay begins more than five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that academic term, if--
 - (1) The leave is of at least three weeks duration, and
 - (2) The return to work would occur during the three-week period before the end of the academic term.
 - b. If Parental or Family Medical leave without pay begins within five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that term, if--
 - (1) The leave is of more than two weeks duration, and
 - (2) The return to work would occur during the two-week period before the end of the academic term.
 - c. If Parental or Family Medical leave without pay begins within three weeks before the end of an academic term the Principal may require the employees to continue

taking leave until the end of that term, if the leave is for more than five working days.

- d. the extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension the additional time is nevertheless deemed FMLA leave.

2. Intermittent Leave and Reduced Leave Schedules:

- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position--
 - (1) Which is offered by the Director,
 - (2) For which the employee is qualified,
 - (3) Which has equivalent pay and benefits, and
 - (4) Which better accommodates recurring periods of leave than the regular employment position of the employee.
- b. If a teacher does not give the School Committee the required 30 days notice for intermittent leave or a reduced leave schedule which is foreseeable, he/she or she must delay the taking of leave until the notice provision is met.
- c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.

3. Benefits during Leave:

- a. While the employee is on leave, the School System shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
- b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the School System shall, if possible, continue the benefits at the reduced rate permitted for the School System's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--

- (1) To be restored to his or her former job, or
 - (2) To be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.
 - c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal requirement that probationary teachers teach at least 160 contractual teaching days during the school year in order to count the year toward the three years of service needed to attain continuing contract status.
 - d. The Director may deny restoration to salaried employees who are among the highest paid 10 percent of the School System's employees, if
 - (1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the School System,
 - (2) The Director notifies the employee of the intent of the School System to deny restoration on the basis of economic injury at the time the Director determines that such injury would occur, and
 - (3) If the leave has begun, the employee does not return to work after receiving the notice of intent not to restore him or her.
- 5. Failure to Return from Leave: The School System may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--
 - a. The employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
 - b. The employee fails to return to work for a reason other than--
 - (1) The continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (2) Other circumstances beyond the control of the employee.
- 6. Prohibited Acts:
 - a. No employee of the School System shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.

- b. No employee of the School System shall discriminate against any individual for opposing any practice contrary to this policy.
- c. No employee of the School System shall discriminate against any individual for
 - (1) Filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
 - (2) Giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
 - (3) Testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

SOURCE: MASC

LEGAL REFS: P.L. 103-3 "Family and Medical Leave Act of 1993"
29 U.S.C. S 2601 et seq.
Department of Labor Regulations, 29 C.P.R. Part 825
Va Code S 22.1-303.

File: GCD

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

Vacations

All administrators and other professional personnel employed on a 12-month basis will be entitled to annual vacation days.

Vacations for supervisory professional staff members who are employed on a 12-month basis and are members of a recognized bargaining unit will be established through negotiations. Vacations for supervisory personnel not in bargaining units will be established by the Committee and delineated in their individual contracts.

Holidays

Professional staff members will not be required to work on legal holidays. Paid holidays for the professional staff will be established when the School Committee approves the calendar for the school year and will include all legal holidays.

SOURCE: MASC

File: GCE

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

It is the responsibility of the Superintendent, 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, to determine the personnel needs of the individual schools. 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 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.

SOURCE: MASC 2022

REFS: WTA Collective Bargaining Agreement

Reviewd:1/2024

Adopted: 3/13/2024

File: GCF

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, 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 School Committee. The District's goal is to employ and retain personnel who are highly qualified, motivated, will strive always to do their best, and are committed to providing the best educational environment for the children.

Commented [1]: possibly add "Highly qualified"

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

Commented [2]: Possibly add "licensure and"... Licensure is utilized in the MASC version, too.

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

1. There will be no discrimination in the hiring process due to race*, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.
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; 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 School Committee a representative screening committee may be established by the School Committee or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making his recommendation to the School Committee.

Commented [3]: Recommend replacing with MASC language

*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.

Commented [4]: Recommend adding MASC language

SOURCE: MASC 2022
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, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994
603 CMR 7:00, 26.00 and 44:00
Add: Acts of 2022, Chapter 117 -
<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

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

Commented [5]: Recommend adding language

Reviewed: 1/2024
Adopted: 3/13/2024

File: GCG

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Part-Time Teachers

Teachers may be employed on a part-time basis. The salary of part-time teachers will bear the same ratio to the first step of the salary schedule that the teacher would earn if employed full-time as the hours worked bear to the hours the teacher would work if employed full-time (for example, a teacher employed for half the number of hours would receive half the salary of a full-time teacher).

Substitute Teachers

Each building Principal will have the authority to employ as many substitute teachers as may be necessary to take the place of teachers who are temporarily absent. Periodically they will submit to the Superintendent a list of qualified substitutes for approval.

The school system will employ 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 School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes, except those covered by the teachers' contract.

SOURCE: MASC - Updated 2022

Reviewed: 1/2024

Adopted: 3/13/2024

File: GCIA

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.

The Superintendent 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.

File: GCJ

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, 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 will base their 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 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 School Committee may be continued in the employ of the school system in another position for which they are legally qualified.

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

Established by law and Committee policy.

SOURCE: MASC 2022

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

Reviewed: 1/2024

Adopted: 3/13/2024

File: GCK

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 on the basis of the employee's qualifications, the needs of the school district, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with highly qualified teachers.

Within an individual 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, teacher contract language, and the policies delineated above.

SOURCE: MASC - Updated 2022

CONTRACT REF: WTA Teachers' Agreement

Reviewed 01/2024

Adopted: 3/13/2024

File: GCL

PROFESSIONAL STAFF TIME SCHEDULES

Administrators

The nature of the duties and responsibilities of administrators and supervisors will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions.

During the course of their contract year, all administrators will be expected to work during the hours and on the days that the Superintendent's office is open unless special scheduling arrangements have been made with the Superintendent. On days schools are closed because of bad weather or other emergencies, all staff members except those who work only on teacher workdays are required to report to work as soon as they are able to do so.

The working year for administrators will be established individually through their contracts.

Teachers

The working day for teachers will be determined as specified in the collective bargaining agreement.

Every effort will be made by the administration to provide a uniform workday for teachers at the various levels.

The working year for teachers will be established in connection with the school committee's adoption of the school calendar.

LEGAL REF: M.G.L. 71:80

CONTRACT REF: WTA Teachers' Contract

Reviewed 01/2024

Adopted: 3/13/2024

File: GCO

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 School Committee. Regular reports will be made to the Superintendent concerning the outcomes of these evaluations.

The evaluation process may 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 their department chair (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.

SOURCE: MASC- Reviewed 2022

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

CONTRACT REF.: Teachers' Agreement

Reviewed 01/2024

Adopted: 3/13/2024

File: GCO-R-1

EVALUATION OF PROFESSIONAL STAFF

M.G.L.71:38 reads in part:

Performance standards for teachers and other School District employees shall be established by the School Committee upon the recommendation of the Superintendent, provided that where teachers are represented for collective bargaining purposes, all teachers' performance standards shall be determined as follows:

The School Committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards.

Prior to said reasonable period of time, the School District shall seek a public hearing to comment on such standards.

In the absence of an agreement, after such reasonable time teacher performance standards shall be determined by binding interest arbitration

Either the School District or the teachers' collective bargaining representative may file a petition seeking arbitration with the Commissioner of Education.

The performance standards developed either by mutual agreement or as a result of arbitration will be incorporated in the collective bargaining agreement and may be used in decisions to dismiss, demote or remove a teacher or administrator pursuant to M.G.L. 71:42; 71 :42A and 71:63.

EVALUATION OF TEACHERS AND ADMINISTRATORS

Authority, Scope and Purpose:

The specific purposes of evaluation under M.G.L. c. 71, & 38 and 603 CMR 35:00 are:

- (A) To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
- (B) To provide a record of facts and assessments for personnel decisions.

The purpose of 603 CMR 35:00 is to ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators which will enable them to assist all students to perform at high levels. 603 CMR 35:00, together with the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education, set out what Massachusetts teachers and administrators are expected to know and be able to do. 603 CMR 35:00 requires that school committees establish a rigorous and comprehensive evaluation process for teachers and administrators, consistent with these principles to assure effective teaching and administrative leadership in the Commonwealth's public schools.

Definitions

Administrator: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (34) through (38) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et seq.

Evaluation: shall mean the ongoing process of defining goals and identifying, gathering and using information as part of a process to improve professional performance (the "formative evaluation") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

Evaluator: shall mean any person designated by a Superintendent, consistent with the procedures set out in 603 CMR 35.06, who has responsibility for evaluation.

Performance Standards: shall mean the performance standards locally developed pursuant to M.G.L. c.71,& 38, 6093 CMR 35:00, and the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education.

School Committee: shall mean the school committee in all cities, towns and regional school districts, local and district trustees for vocational education, educational collaborative boards and boards of trustees for the county agricultural schools.

Superintendent: shall mean the person employed by the School Committee pursuant to M.G.L. c. 71, & 59, or &59A. The Superintendent is responsible for the implementation of 603 CMR 3 5:00. S/he shall be evaluated by the School Committee pursuant to 603 CMR 35.00 and such other standards that may be established by the School Committee.

Teacher: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (1) through (33), and 603 CMR 7.10 (39) through (42) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00 et seq.

Principles of Evaluation

- (1) The performance standards shall be measurable.
- (2) The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
- (3) The performance standards shall be shared with the person being evaluated in advance of the evaluation process.
- (4) The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated.
- (5) The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws.
- (6) The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator.
- (7) The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.

Performance Standards for Teachers and Administrators

- (1) School committees shall establish performance standards for teachers upon the recommendation of the Superintendent and in accordance with the process described in M.G.L. c. 71 s.38, including conducting a public hearing and engaging in collective bargaining and, if necessary, binding interest arbitration. All performance standards established for teachers shall be consistent with and meet the Principles of Effective Teaching adopted by the Board of Education.
- (2) School committees shall establish performance standards for the evaluation of all administrators upon the recommendation of the Superintendent. Performance standards for those administrators who are subject to collective bargaining shall be developed in accordance with M.G.L. c. 1 50E. All performance standards established for administrators shall be consistent with and meet the Principles of Effective Administrative Leadership adopted by the Board of Education.
- (3) School committees are encouraged to establish programs and standards which provide for a rigorous and comprehensive evaluation process for teachers and administrators. The evaluation process may include the extent to which students assigned to teachers and administrators satisfy student academic standards or individual education plans, and the

successful implementation of professional development plans, as provided in M.G.L. c. 69 s.1B and c.71, s.38.

NOTE: Prior to September 1, 1996, each School Committee shall file its evaluation procedures and performance standards for teachers and administrators with the Department of Education unless such School Committee is then engaged in the interest arbitration process described in M.G.L. c.71, s. 38. The Superintendent shall certify that the performance standards established pursuant to 603 CMR 35.04 meet the requirements of 603 CMR 35:00 and are consistent with all of the Principles of Effective Teaching and Principles of Effective Administrative Leadership adopted by the Board of Education.

LEGAL REFS: M.G.L. 69:1B; 71:38
 603 CMR 35.00

File: GCQD

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. The staff member will be notified in writing of the Superintendent's action on the resignation.

When a resignation is accepted by the Superintendent 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.

All resignations shall be reported to the School Committee at its next regular meeting.

File: GCQE

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Annually, the Superintendent will inform the Committee of the professional staff members who have indicated their intention to retire at the end of the current school year. No further School Committee action is necessary unless approval is needed for the payment of or participation in continued local benefits.

LEGAL REF: Age Discrimination in Employment Law, P.L. 95-256

CONTRACT REF: Teachers' Contract

NOTE: Under Massachusetts law (Teachers' Retirement Act), all professional personnel participate in a teachers' retirement plan, which provides several options on time of retirement and benefits granted to those who retire. It also sets limitations on the number of days a retired employee may be re-employed annually on a temporary basis by the school system. Temporary employment up to 90 days or 720 hours per calendar year is permitted at the discretion of the employer.

File: GCQF

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

The Superintendent will strive to assist personnel to perform their duties efficiently. However, the Superintendent 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 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 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

File: GCRD
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 School Committee.

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/guardians 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/she is to be tutored.

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

File: GCS

**POSTING OF COLLECTIVE BARGAINING AGREEMENTS
AND THE SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT**

Subject to the ratification of collective bargaining agreements by the School Committee and the various bargaining units, the Wilmington Public Schools will post on its District website all collectively bargained contract agreements.

Subject to the signed contract agreement between the School Committee and the Superintendent of Schools, the Wilmington Public Schools will post on its District website the Superintendent of Schools employment contract which will be redacted for personal information as appropriate.

Reviewed: 1/2024

Adopted: 3/13/2024

File: GDA

SUPPORT STAFF POSITIONS

The School Committee recognizes and functions on the belief that its support staff members are important and necessary to the total educational process.

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

All support staff positions will be established initially by the School Committee. In each case, the Superintendent 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 the event of destaffing requirements, only the Committee may abolish a position it has created.

File: GDB

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing salaries and salary schedules for support staff personnel, the School Committee shall 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 for all categories of staff will be carried out in connection with negotiations with representatives of recognized bargaining units.

The master agreements with these units shall be considered appendices to this manual and shall have the full force of School Committee policy.

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

NOTE: References to pertinent sections of the agreements negotiated with recognized bargaining units have been included throughout this manual for easy reference.

CONTRACT REFS:

- Cafeteria Employees' Association Agreement
- Secretaries' Agreement
- Educational Assistants Agreement
- Educational Tutors Agreement
- Executive Assistant to the Superintendent
- Administrative Assistant to the Director of Administration and Finance and Confidential Secretary to the School Committee
- School Physician Agreement
- Mini-Bus Drivers Agreement

File: GDBC

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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 and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

CROSS REF: GDB, Support Staff Contracts and Compensation Plans

File: GDBD

SUPPORT STAFF FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the School Committee as an integral part of the total compensation plan for staff members. The benefits extended regular full-time support staff members will be designed to promote their economic security and will include a comprehensive health insurance program.

Certain fringe benefits are established through negotiations with employee bargaining units. Because the Committee wishes to be fair with all its employees, benefits granted to employees who are not members of a bargaining unit will be generally equal to those granted employees in similar positions that are covered by a negotiated agreement.

LEGAL REFS: M.G.L. 71:37B; 71:48B

CROSS REFS: EB, Safety Program
GBGB, Staff Personal Security and Safety
GDB, Support Staff Contracts and Compensation Plans

CONTRACT REFS: All support staff contracts

File: GDC

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences accorded to the support staff will be for the purposes of helping them maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

All requests for long-term leaves of absence will be submitted to the Superintendent.

Support staff employees will be granted leaves in accordance with the terms of the agreements with recognized bargaining units.

Leave benefits granted to employees who are not members of a recognized bargaining unit will be comparable to those granted employees in similar positions that are covered by master agreements with employee organizations.

LEGAL REF: M.G.L. 149:105D; 71:41A

CONTRACT REFS: All support staff contracts

File: GDD

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays

The school calendar, as adopted by the School Committee, establishes holidays and school recess periods for the employees who work on teacher and/or student days.

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays and such other holidays as designated by the School Committee. They will also be expected to report to work during school recess periods unless days during these periods are considered official and designated as paid holidays by the Committee.

To qualify for holiday pay, the employee must be at work on the day before and the day following the holiday, unless his absence is approved on the basis of current leave policies.

Vacations

All 12-month employees will be eligible for paid-vacations in accordance with the following:

1-5 years	-- two weeks' vacation
5-10 years	-- three weeks' vacation
After 10 years	-- four weeks' vacation

Support staff members employed on 10-month basis will be granted two weeks' paid vacation after completing 10 full years of services in the school system.

LEGAL REFS: M.G.L. 4:7; 136:12

CONTRACT REFS. All support staff contracts

File: GDE

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

The School Committee will establish, and budget for, support staff positions in the school system on the basis of need.

The recruitment and selection of candidates for such positions will be the responsibility of the Principal for building based positions, and the Superintendent for District-wide positions, who will confer with Principals and other supervisory personnel, as appropriate, in making a selection.

All support staff vacancies will be made known to all support staff personnel.

File: GDF
SUPPORT STAFF HIRING

All candidates will be considered on the basis of their merits, qualifications, and the needs of the school system. In each instance, the Superintendent and others playing a role in the selection process will seek to employ the best qualified person for the job.

Vacancies in positions will be filled by the Superintendent and/or the Principal in accordance with the law and with the applicable regulations.

LEGAL REFS: M.G.L. 71:55B; 71:59B

File: GDI

SUPPORT STAFF PROBATION

Each support staff employee will serve a probationary period of six months in any position for which he/she is newly hired or in any new classification to which he/she is transferred or promoted. During that time, the employee will be adequately assisted and supervised so that his abilities to carry out the required duties, and job performance, may be ascertained. Should his/her performance be unsatisfactory, a new employee may be released at any time during the probationary period, or an employee who has been transferred to a new classification may be returned to his/her former position.

File: GDJ

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The Superintendent will make District-wide assignments and transfers of support staff members for the efficient operation of the school department as necessary.

The preferences of employees will be taken into consideration in making assignments and transfers; however, the best interests of students and the school system must be given priority.

Within an individual school, the Principal may assign support staff members to tasks appropriate to their positions and qualifications.

CONTRACT REFS: All Support Staff Agreements

File: GDK

SUPPORT STAFF TIME SCHEDULES

The workday and the work year for members of the support staff will be as set forth on the salary schedule.

Specific time schedules for support staff members will be set by the appropriate administrators in line with pertinent school opening and closing times, student schedules, and so on. Administrators will inform the Superintendent of the assigned schedules so that there may be continuity as needed throughout the school system.

File: GDO

EVALUATION OF SUPPORT STAFF

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable workloads, and establish wage and salary policies that encourage employees to put forth their best efforts. The evaluation of employee achievements and the provision of a good atmosphere are some of the major duties of the Committee.

The written evaluation will cover the major areas of the employee's responsibilities and will include the following:

1. Specific work assignment
2. Attitude toward students
3. Attitude toward public education
4. Attitude toward supervisors, teachers, and fellow employees
5. Work habits

Each employee will be informed of the basis upon which he/she is to be evaluated in advance of evaluation.

CONTRACT REFS: All support staff agreements

File: GDP

SUPPORT STAFF PROMOTIONS

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the school system, provided their qualifications (proven and potential ability, training, experience, and personal characteristics) are equal to those of other applicants. However, the best qualified person from among all who apply within and without the school system will be selected.

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with his supervisor or Principal and will receive a copy of each.

File: GDQC

RETIREMENT OF SUPPORT STAFF MEMBERS

All full-time non-instructional personnel are required to participate in the Commonwealth of Massachusetts Retirement System.

Periodically, the Superintendent of Schools will present to the School Committee the names of support staff members who have indicated their intentions to retire.

The School Committee may, at its discretion, honor retirees in a manner which the School Committee deems appropriate.

File: GDQD

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. However, employees may request the Superintendent to review the circumstances of their termination.

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

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