

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.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

LEGAL REF.: 603 CMR 26:08 paragraphs 3,7,8,9

EQUAL EMPLOYMENT OPPORTUNITY

The Somerville School Committee adopted an affirmative action plan guaranteeing equal opportunity in employment to all persons, regardless of race, color, national origin, religion, sex, sexual orientation, age, marital status or disability. Equality of employment opportunity is important to the establishment of a positive educational environment for all.

The Somerville School Committee adopted this plan to ensure that the school department (1) does not engage in any discriminatory employment practice against any employee or applicant for employment on the basis of the individual's race, color, national origin, religion, sex, sexual orientation, age, marital status or disability (2) adheres to the principle providing equal opportunity of employment by taking positive actions to avoid inequities resulting in under representation or concentration of racial minorities and women in particular job classifications within the school department.

Nothing in this plan requires the Somerville School Committee to recruit or hire a minority applicant who is either unqualified or less qualified for a position than a non-minority applicant.

Similarly, nothing in the plan requires the Somerville School Committee to recruit or hire a female applicant who is either unqualified or less qualified for a position than a male applicant.

The Superintendent of Schools, as the chief executive officer, is responsible for implementing this plan. The Equal Opportunity Officer, in the Office of the Superintendent of Schools appointed by the Somerville School Committee and serving under the supervision of the Superintendent, is responsible for the day-to-day coordination of activities specified in the plan and objectives to the School Committee to monitor progress.

All administrators and supervisors are expected to support and to cooperate fully with the Superintendent and the Equal Opportunity Officer to implement the plan.

Adopted: February 2, 2009

SOURCE: MASC

LEGAL REF.: 603 CMR 26:08

AMERICANS WITH DISABILITIES ACT/M.G.L. 151B

Massachusetts General Law 151B and federal law, with Americans with Disabilities Act (ADA) protect qualified applicants and employees with disabilities from discrimination on the basis of disability in all aspects of employment including hiring, promotions, discharge, job training and fringe benefits. These laws also require that covered entities provide qualified applicants and employees who have disabilities with reasonable accommodations that do not impose an undue hardship.

It is the responsibility of the applicant or employee with a disability to inform the Principal, Director of Personnel, or the ADA Coordinator that some adjustment or change is needed to either participate in the application process or perform a job. If an accommodation is requested, documentation of the person's functional limitations may be required to support the request. All such requests will be treated with confidentiality.

Questions, concerns, or requests for additional information may be forwarded to the Superintendent of Schools, 42 Cross Street, Somerville, MA 02145 and/or City Hall at 617-625-6600.

Adopted: February 2, 2009

**SCHOOL COMMITTEE OF THE CITY OF SOMERVILLE
DIVERSITY PLAN
STATEMENT POLICY**

The School Committee of the City of Somerville reaffirms its policy of providing equal opportunity in employment to all persons regardless of race, color, national origin, religion, sex, age, marital status, sexual orientation, or physical handicap. Equality of employment opportunity is essential of any educational environment that is conducive to the needs of all students.

Specific actions, consistent with law, are required to avoid discriminatory practices and to ensure the equitable representation of, and participation by, underrepresented groups in all phases and at all levels of employment, including recruitment, hiring, placement, promotion, compensation, and selection for training and other privileges in employee activities sponsored by the Somerville Public Schools.

Toward this end, the Somerville School Committee adopts this Diversity Plan ("Plan") to ensure that the School Department (1) does not engage in any discriminatory employment practice against any employee or applicant for employment on the basis of the individual's race, color, national origin, religion, sex, sexual orientation, age, marital status, or physical handicap; (2) adheres to the principle of providing equal opportunity of employment by taking positive actions as specified herein, to avoid inequities resulting in under representation or concentration of racial, ethnic, linguistic and gender groups in particular job classifications within the School Department; and (3) ensure that all staff are prepared and supported to effectively educate and nurture the diverse young people in Somerville's schools. Nothing in this Diversity Plan requires the Somerville School Department to recruit or to hire any applicant who is either unqualified or less qualified for a position.

This Plan has been adopted voluntarily by the Somerville School Committee as an expression of its policy of and commitment to providing equal opportunity in all aspects of the operation of the Somerville Public Schools and moving toward a school community that more fully reflects the diversity in our society in general and in the City of Somerville in particular. It is to be administered with a positive and supportive attitude by the School Committee, the Superintendent of Schools, and all administrators, supervisors and employees and must be undertaken in a manner consistent with this policy.

I

RESPONSIBILITY FOR IMPLEMENTATION

The Superintendent of Schools, as the chief executive officer of the School Department, is responsible for implementing this Plan.

An Equal Opportunity Officer, reporting directly to the Superintendent, is responsible for the day-to-day coordination of activities specified in the Plan.

A Diversity Advisory Committee composed of racially and ethnically diverse school personnel, parents, community members and students will be established by the School Committee to assist the Equal Opportunity Officer in developing goals and objectives for the Superintendent and to monitor progress. This committee will meet at least once a year.

All administrators at the district and school levels are expected to adhere to this plan with the Superintendent and the Equal Opportunity Officer.

II

EQUITY AUDIT WORK FORCE AND FACILITIES ANALYSIS

The Equal Opportunity Officer will conduct and provide to the Superintendent and the School Committee an annual report analyzing the current school year work force and the previous calendar year's pool of applicants for positions in the School Department to 1) determine whether current practices are resulting in the under representation or concentration by race, ethnicity, language, or gender; 2) identify any barriers to equal employment opportunity; 3) assess the success of various types of recruitment efforts in increasing diversity applicants and employees; and 4) recommend specific measures to eliminate such under representation or concentration. This report will be submitted annually.

More specifically, the Equal Opportunity Officer will prepare an annual profile of the composition of the School Department work force and the pool of applicants for positions in the School Department by race, ethnicity, language and gender within each job classification in the academic work force, the nonacademic work force and the administrative and/or supervisory work force.

For each area in which there is racial or gender under-representation or concentration, the Equal Opportunity Officer will conduct an analysis of the following factors:

- The availability of any personnel from under-represented groups qualified for employment and/or promotion who are qualified in the area labor market and currently are not employed by the School Department;
- The anticipated expansion or contraction of positions, and the turnover within such positions, in each job classification in the School Department over the next five years;
- The feasibility of training personnel to provide the qualification required for employment and/or promotion in the School Department; and
- The current personnel policies and practices of the School Department with respect to recruitment, hiring, staff distribution, compensation and promotion.

Based upon the foregoing analysis, the Equal Opportunity Officer will develop and recommend specific measures that are designed to enable the School Committee to attain equal employment opportunity.

III

RECRUITMENT AND HIRING

The Somerville Public Schools will be responsible for developing and implementing a program of aggressive affirmative recruitment of racial and linguistic minorities and others who are found to be under-represented.

The recruitment program will provide, among other things, that all job announcements (1) be reviewed by the Equal Opportunity Officer for clarity and completeness; (2) will be translated into such other languages as representative of the community as the Equal Opportunity Officer deems appropriate; (3) will contain the statement: "The School Committee of the City of Somerville is an Equal Opportunity Employer," and (4) will be provided on a timely basis to minorities, and minority organizations, schools, broadcast stations, publications and employment resource centers.

The EOO will also explore the possibility of finding proactive and ongoing ways to more widely disseminate information about the Somerville Public Schools to racial and linguistic minorities and others who are found to be under-represented or underutilized.

The School Committee goals for diversifying staff are based on the following objectives:

- We will attract, compensate and retain superior and committed educators.
- We will seek to attract teachers in critical shortage areas by offering incentives and orientation measures to assist schools in meeting any state and/or federal requirements.
- We will utilize city businesses and organization professionals as a resource toward this endeavor.

All administrators involved in hiring will be responsible for working to achieve these goals.

IV

TRAINING, COUNSELING AND CAREER DEVELOPMENT

The Somerville Public Schools will organize and provide staff development offerings to ensure that all staff are knowledgeable about cultural differences, prejudice reduction and conflict management.

Staff development initiatives are to include, but are not limited to:

- Equitable Personnel Management

Training in equitable personnel management procedures (i.e. hiring, promotion, firing) will be provided annually to principals to ensure that they are aware of and follow antidiscrimination laws, school district policies and priorities to increase staff diversity.

- Foreign Language Experience (FLEX)

Training school staff in the rudimentariness of a different language and its accompanying cultures in order to provide staff with educational experiences in diverse cultures.

- English for Speakers of Other Languages (ESOL)

Training in ESOL methods for administrative and classroom personnel who come in contact with Limited English Proficient (LEP) students in grades Pre K through 12.

V

GRIEVANCE PROTECTIONS

The School Committee will maintain a grievance procedure to enable persons who believe that they have been the subject of discrimination based on race, color, religion, national origin, sex, sexual orientation, age or handicap to bring such matters to the attention of school authorities without fear of reprisal.

VI

RECORD KEEPING

The Equal Opportunity Officer will keep records sufficient to permit the effective and ongoing monitoring of the implementation of this Plan by the School Committee and the Superintendent. The Superintendent will submit to the School Committee annually a report on the measures taken and the progress achieved in implementing this Plan.

VII

PUBLICATION

The Equal Opportunity Officer will conduct an annual presentation for all staff to acquaint them with this Plan; to respond to questions and comments; to apprise them of progress in the attainment of equal opportunity goals; and to provide them with a copy of the Plan. The Plan will also be publicized in manuals, brochures and training sessions conducted by the School Department and will be posted in all school buildings in such locations as the Equal Opportunity Officer directs. The availability of the grievance procedure and the policy of the Somerville School Committee prohibiting sexual harassment on the job will be made known to all employees and to all applicants for employment in the Somerville Public Schools.

The Equal Opportunity Officer:

Mariana MacDonald
Human Resources and Diversity Administrator
42 Cross Street
Somerville, MA 02145
617-625-6600 X6017

Adopted: February 23, 1998

Revised: February 2, 2009

SEXUAL HARASSMENT – STAFF

1. PURPOSE

This memorandum establishes the policy of the Somerville Public Schools regarding sexual harassment in the workplace by or towards its employees. This memorandum also describes examples of conduct that may constitute sexual harassment and sets forth a complaint procedure to be followed by persons who believe that they are victims of unlawful sexual harassment.

2. POLICY

It is the policy of the Somerville Public Schools to maintain a workplace that is free of sexual harassment. Sexual harassment will not be tolerated.

3. CONFIDENTIALITY

All actions taken to investigate and resolve complaints made under this policy shall be conducted with as much confidentiality as possible without compromising the thoroughness of investigations. No one investigating such complaints will discuss the complaints or the investigations with anyone who is not directly involved with the investigations.

4. DEFINITION OF SEXUAL HARASSMENT

1. The legal definition of sexual harassment:

Sexual harassment is a form of sex discrimination that is illegal under both federal and state law. These laws provide that unwelcome sexual advances, requests for sexual favors and other physical or verbal conduct of a sexual nature constitute sexual harassment when:

Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of an individual's employment or a basis for employment decisions affecting the individual; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or sexually offensive work environment.

2. Examples of conduct that can constitute unlawful sexual harassment:

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive and that fails to respect the rights of others. Sexual harassment occurs in a variety of situations which share a common element: the inappropriate introduction of sexual activities or comments into the school environment.

Examples of sexual harassment include:

1. Repeated offensive sexual flirtations, advances of propositions;
2. Continued or repeated verbal abuse or innuendo of a sexual nature;
3. Uninvited physical contact such as touching, hugging, patting or pinching;
4. Verbal comments of a sexual nature about an individual's body or sexual terms used to describe an individual;
5. Display of sexually suggestive objects or pictures (e.g. calendars or magazines with sexually explicit photographs);

6. Jokes or remarks of a sexual nature in front of people who find them offensive;
 7. Prolonged staring or leering at a person;
 8. Obscene gestures or suggestive or insulting sounds;
 9. The demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment; or
 10. Indecent exposure.
3. Rebutting Common Myths about Sexual Harassment: Conduct may be considered sexual harassment even if:
1. The harasser is not the victim's direct supervisor but is another supervisory employee, a co-worker, or in some circumstances, a non-employee such as a vendor or contractor;
 2. The victim and the harasser are of the same gender;
 3. The victim is someone other than the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by such conduct even though it is directed at another person. For example, the sexual harassment of one employee may create an intimidating or offensive work environment for a co-worker, or may interfere with the co-worker's work performance. In addition, consensual sexual behavior in the workplace between two employees may be offensive to, or result in favoritism that harms, a third employee; or
 4. The victim does not suffer economic injury, such as losing a promotion, as the result of the harasser's conduct. Sexual harassment can occur whenever unwelcome conduct of a sexual nature creates an intimidating, hostile, humiliating or offensive work environment.

4. EMPLOYEE RESPONSIBILITIES

Each employee of the Somerville Public Schools is personally responsible for ensuring that his/her conduct does not sexually harass any other employee or non-employee in the workplace. Each employee, including the Superintendent of Schools and principals, is responsible for cooperating in any investigation of alleged sexual harassment if requested to do so by the person conducting the investigation. Any individual who prevents or attempts to prevent an individual from making a complaint of sexual harassment, or who fails to cooperate with or interferes in any way with the investigation of such complaint, will be subject to disciplinary action.

The Superintendent will ensure that principals and supervisors acquaint all employees with this policy.

Periodically, the policy will be brought to the attention of all principals and supervisors. Supervisors or principals who become aware of instances of sexual harassment in their schools or departments, even in the absence of a formal complaint, should refer the matter to the Superintendent or Grievance Officer who will take appropriate action.

The Grievance Officer:

Mariana MacDonald
Human Resources and Diversity Administrator
42 Cross Street
Somerville, MA 02145
617-625-6600 X6017

6. SEXUAL HARASSMENT COMPLAINT PROCEDURE

The following sexual harassment complaint procedure has been developed specifically to ensure that complaints of sexual harassment are investigated thoroughly, quickly and in a manner that is fair to all. All employees who are not members of any union shall use the procedure outlines below to resolve complaints of sexual harassment. Employees who are members of a union may elect to file a grievance under their collective bargaining agreement. Alternatively, such employees may elect to resolve complaints by following the steps outlined below.

Any employee who believes that he/she has been or is being harassed is encouraged to confront whoever is doing the harassing; clearly state that the conduct is offensive, intimidating or embarrassing, and request that he/she stops the conduct immediately. If, after this conversation, the conduct continues, the person who believes that he/she has been harassed should initiate the complaint procedure outline below. While encouraged to do so, an employee who believes that he/she has been harassed need not confront the alleged harasser in order to initiate the complaint procedure.

PROCEDURE

1. Any employee who believes that he/she has been or is being sexually harassed (the "Complainant") should notify (i) his/her supervisor or principal; (ii) the Grievance Officer or (iii) the Superintendent, as soon as possible.

If the initial contact is the supervisor or principal, this matter will be referred immediately to the Superintendent of his/her designee. If the employee wishes to discuss the complaint with a person of a particular gender, upon request, the Superintendent will designate such an individual to conduct the investigation.

2. Within two working days of being informed of an allegation of sexual harassment, or as soon as practicable thereafter, the Grievance Officer will meet with the Complainant to record his/her settlement of events. Specifically, the [Superintendent's designee] will request a description of the alleged incident, including the name of the alleged harasser, times, locations, specific words/actions, and the name of any witnesses to the incident(s). The Complainant will be encouraged, but not required, to file a written description of the alleged harassment.
3. Within two working days of the meeting with the Complainant, the Grievance Officer will meet privately with the alleged harasser. The alleged harasser will have the opportunity to respond to the allegations, and to submit a written statement, including the name of witnesses.
4. The Grievance Officer may interview witnesses or any other individuals whom he/she believes may be helpful with respect to the investigation. All interviews will be private. Neither the Complainant nor the alleged harasser will be present at these interviews.
5. Absent extenuating circumstances, within three weeks of the initial meeting with the Complainant, the Grievance Officer will draft a report stating his/her findings, which will be forwarded to the Superintendent.
6. If the findings of the Grievance Officer indicate the sexual harassment has not occurred, the Grievance Officer will recommend to the Superintendent that the matter be closed. If the Superintendent accepts this recommendation, the Complainant and the alleged harasser shall be notified that the matter has been closed.

7. If the findings of the Grievance Officer indicate that sexual harassment has occurred, and the Superintendent agrees with the determination of the Grievance Officer, the Superintendent/designee will advise the Complainant of this conclusion. The Complainant will be permitted to elect to resolve the matter through mediation with the harasser.
8. If the Complainant rejects mediation, the Grievance Officer of Superintendent's designee will recommend to the Superintendent that disciplinary action to be taken against the harasser. If the Superintendent accepts this recommendation, the Superintendent shall take appropriate disciplinary action, up to and including termination. The disciplinary action taken will depend upon the seriousness of the violation and prior disciplinary actions be taken with respect to the harasser.
9. If the Complainant elects mediation, the Grievance Officer shall arrange a meeting with the Complainant and the harasser. At this meeting, the parties will make every reasonable effort to reach an acceptable conclusion. The Grievance Officer/Superintendent's designee may, at his/her discretion, schedule additional meetings in an effort to reach an amicable resolution. If, at any point during the mediation process, the Complainant determines that he/she wishes not to proceed with mediation, the matter shall be referred to the Superintendent and shall be resolved in accordance with Step 8 above.
10. In any case, the Superintendent may investigate the matter further before reaching a conclusion.
11. No employee shall be discriminated against, or be subject to retaliation, for pursuing a sexual harassment complaint. Any individual who discriminates or retaliates against an individual who has complained of sexual harassment will be subject to disciplinary action.
12. In cases involving vendors, contractors or the Superintendent, the [Superintendent's designee] will advise the School Committee directly of his/her conclusions following investigation of the matter, and the School Committee will take appropriate action.

ANY EMPLOYEE WITH QUESTIONS ABOUT THIS POLICY OR ABOUT A PARTICULAR INCIDENT WHICH THEY BELIEVE MIGHT INVOLVE SEXUAL HARASSMENT IS ENCOURAGED TO CONTACT THE SUPERINTENDENT OF SCHOOLS OR HIS/HER DESIGNEE FOR A CONFIDENTIAL DISCUSSION.

Adopted: September 20, 1993

Revised: February 2, 2009

Amended: September 30, 2014

STAFF ETHICS / CONFLICT OF INTEREST

The Somerville 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 Somerville School 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/her 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 Somerville School Committee that prior to any employee being hired who is related to any member of the Somerville School Committee or who is related to any administrator of the school district, a two week notice will be provided to the public. This provision will not affect anyone currently employed in the district who may be related to either a Somerville School Committee member or an administrator, but no promotions or hiring in the future will be exempt from this provision.

Adopted: January 1996

Revised: February 2, 2009

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 Somerville School Committee and the regulations designed to implement them.

In the area of personal conduct, the Somerville School 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.

The Somerville Public Schools strictly enforces a prohibition against harassment and discrimination, sexual or otherwise, of any of its students or employees, by anyone, including any fellow student, teacher, supervisor, co-worker, vendor, or other third party, as such conduct is contrary to the mission of the Somerville Public Schools and its commitment to equal opportunity in education and employment.

The Somerville Public Schools will not tolerate harassing or discriminatory conduct that affects employment or educational conditions, that interferes unreasonably with an individual's school or work performance or that creates an intimidating, hostile, or offensive work or school environment.

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 Somerville School 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.

Adopted: January 1996

Reviewed: January 2009

Amended: November 7, 2011

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

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

The acceptance of personal gifts by school personnel from school suppliers and vendors can be subject to misinterpretation and a source of embarrassment to the school system and all persons involved.

In keeping with this policy, no employee of the Somerville School Committee will accept a personal gift from a business concern supplying, or with an interest in supplying, goods, materials, equipment, or services to the school system. This restriction does not relate to the acceptance of gifts for the school system, or to the acceptance of small and clearly identifiable advertising and promotional materials.

Solicitations

In spirit, the Somerville 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 must be held at a minimum. Therefore, no solicitations of funds for charitable purposes will be made among staff members except with specific Superintendent/Designee's approval. Whenever such solicitations are made, no pressure will be exerted to obtain contributions even though the drive is one that the Superintendent/Designee has specifically approved.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

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.

Adopted: January 1996

Reviewed: January 2009

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

USE OF TOBACCO PRODUCTS ON SCHOOL PROPERTY BY STAFF MEMBERS

The use of tobacco products* 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.

*Tobacco Product: Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, or electronic cigarettes, electronic cigars, electronic pipes, electronic hookah, or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. “Tobacco product” includes any component or part of a tobacco product. “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration either as a tobacco use cessation product or for other medical purposes and which is being marketed and sold or prescribed solely for the approved purpose.

SOURCE: MASC

LEGAL REF.: M.G.L. [71:37H](#)

Adopted: December 2015

STAFF PERSONAL SECURITY AND SAFETY

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

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.

Adopted: January 1996

Revised: February 2, 2009

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

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Somerville 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.

Adopted: January 1996

Reviewed: January 2009

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 Somerville 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/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 written response in the file.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

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

STAFF COMPLAINTS AND GRIEVANCES

The Somerville 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 Somerville 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 Somerville School 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.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

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 Somerville 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 Somerville School Committee may abolish a position it has created.

Each time a new position is established by the Somerville School Committee, the Superintendent 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 will maintain a comprehensive set of job descriptions for all positions.

Adopted: January 1996

Reviewed: January 2009

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

The Somerville 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 Somerville 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 Somerville 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 Somerville School 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.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

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

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF PRINCIPALS

Principals shall be employed by the Somerville Public Schools under individual contracts of employment. Said contracts shall be submitted to the Somerville 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 Somerville 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 Somerville 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 Somerville School Committee and the directives of the Superintendent, and annually, at a date determined by the Superintendent, must submit, with the school council, the educational goals and school improvement plan for the school building(s) under his/her direction.

Adopted: January 1996

Reviewed: January 2009

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 Somerville School 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 will be so notified in writing prior to the expiration of the contract. Upon termination of the assignment, the supplementary pay will cease.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

LEGAL REF.: Collective Bargaining Agreement

PROFESSIONAL STAFF FAMILY AND MEDICAL LEAVE

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

Adopted: February 2, 2009

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

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. Only the Superintendent/designee may approve leave without pay. 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 Somerville 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. "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.
 - c. "Intermittent Leave" means leave taken in whole day periods but less than a whole workweek.
 - d. "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.

- e. "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 Superintendent/designee.
- f. "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.
- g. "Spouse" means a husband or wife.
- h. "Twelve Month Period" means the school system's fiscal year.

B. Types of Leave without Pay

- 1. Personal Medical Leave without Pay: The Superintendent/designee 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/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 Superintendent/designee may require a written statement 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 Superintendent/designee 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 Somerville School Committee's expense, a second opinion. The employee must obtain the opinion of the Superintendent/designee'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 Somerville School Committee

- (3) If the second opinion conflicts with the first, the Superintendent/designee may require, at the Somerville 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 Somerville School Committee and the employee.
 - (4) The Superintendent/designee may require an employee on medical leave without pay to provide written statements at reasonable intervals.
 - c. If the necessity for leave is foreseeable based on the employee's 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/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 Superintendent/designee 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 Superintendent/designee may require a written statement 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 Superintendent/designee has reason to doubt the validity of the written statement provided by the employee's health care provider, he/she or she may require, at the Somerville School Committee's expense, a second opinion. The employee must obtain the opinion of the Superintendent/designee'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 Somerville School Committee.
- (3) If the second opinion conflicts with the first, the Superintendent/designee may require, at the Somerville 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 Superintendent/designee may require an employee on medical leave without pay to provide re-licensure 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 Superintendent/designee 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. If the School System requires a teacher to extend leave under these rules, 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 Superintendent/designee may require the employee to transfer temporarily to an available alternate position--
 - (1) Which is offered by the Superintendent/designee,

- (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 Superintendent/designee 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 Superintendent/designee notifies the employee of the intent of the School System to deny restoration on the basis of economic injury at the time the Superintendent/designee 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.

Adopted: February 2, 2009

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.

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 any 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 or, or has been adjudicated a juvenile delinquent by reason of any offense constituting a 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 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 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 shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner 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 on 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", or "domestic violence", "employees" and "family members" may be found in the laws reference below.

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

Adopted: February 23, 2015

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 Somerville School Committee approves the calendar for the school year and will include all legal holidays.

Adopted: January 1996

Reviewed: January 2009

APPLICATION AND RECRUITMENT PROCESS FOR PROFESSIONAL POSITIONS

It is the responsibility of the Superintendent, with the assistance of the administrative staff, to determine the personnel needs of the school system. It is the responsibility of the principal, in consultation with the Superintendent, to determine the personnel needs of the individual schools.

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

Recruitment procedures will not overlook the talents and potential of individuals who already are employed in the School District. Any current employee may apply for any position for which he/she is licensed and meets other stated requirements. **Applicants with pending Massachusetts Department of Education licensure may be interviewed.**

Openings in the schools will be posted in sufficient time to permit current employees to apply.

Revised: March 21, 2007

Approved: May 7, 2007

Reviewed: January 2009

REFS.: Collective Bargaining Agreements

APPLICATION PROCESS

Somerville Public Schools uses an application database in order to enhance and improve the application process. An online application process improves the efficiency of application searches, data collection, and response time. Furthermore, the online process offers individualized applications for each category of positions in the district. For example, the application for a teaching position includes individualized questions that are not included in the clerical position's application.

All applicants are directed to submit an online application for the position(s) for which they wish to be considered. All applicants are asked to provide the following information as a minimum: demographic information, equal employment opportunity data, a release from liability, and an authorization for the district to conduct an investigation of the candidate's criminal background check and reference checks. Applications are kept in active status for one school year.

SELECTION PROCESS

When a vacancy occurs the Principal or Hiring Agent will need to fill out a *Recommendation for Hire Form* and forward it to the Human Resources and Diversity Administrator. The Superintendent or designee will decide whether the position will be filled. Notification will then be given to the Principal or Hiring Agent if they are to proceed with the process of hiring. The Principal or Hiring Agent will determine who the candidates selected to be interviewed will be; and, how they will be interviewed.

For instructional positions, the Principal or Hiring Agent will assume the responsibility for creating an interview team consisting of at least two teachers and at least two parents representative of the school community. Students and/or community business representatives can be added if appropriate. The interview committee should also reflect the goals of the Diversity Plan.

The Principal, Hiring Agent and the interview team are urged to consider candidates consistent with the School Committee Goals and the District's Long Range Plan.

The Superintendent of Schools will not review incomplete *Recommendation for Hire Forms*. All *Recommendation for Hire Forms* must be accompanied by the appropriate interview documentation: a) the *Interview Summary Sheet* and b) the *Telephone Reference Feedback Form*. Also needed is a copy of the candidate's online application, résumé, transcripts, DESE license (if applicable), etc.

The Human Resources and Diversity Administrator will review all the material, make comment, and forward the information to the Superintendent for his approval.

Once the hiring is approved, appropriate information will be sent to the selected candidate to assist the selected candidate in the induction process. All new hires will be reported to the School Committee on a Personnel Report.

Adopted: February 2009

SELECTION PROCESS FOR PROFESSIONAL POSITIONS

I. Professional Positions in General

Through its recruitment, hiring and employment policies, the school district will strive to attract, secure and retain the highest qualified personnel for all professional positions. Accordingly, the selection process will be designed to identify candidates and employ personnel who will devote themselves to the education and welfare of the children attending the schools, are motivated, will strive always to do their best, and are committed to providing the best educational environment for the children.

It is the responsibility of the Superintendent, and of persons to whom he/she delegates this responsibility, to determine the personnel needs of the school district and to locate suitable candidates. No position may be created without the approval of the School Committee.

The Superintendent also is responsible for developing and implementing appropriate personnel procedures designed to ensure the selection and appointment of the best qualified candidates available to professional staff positions. It also is the duty of the Superintendent to see that persons considered for employment in the school district meet all license requirements and the requirements of the School 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 appointment process due to age, sex, gender identity, religion, race, color, national origin, handicap or disability, sexual orientation.
2. The quality of instruction is enhanced by a staff with a wide variety in background, educational preparation and previous experience.
3. The administrator responsible for the hiring of staff (i.e., the Principal for building-based personnel; the Superintendent for Principals and district-wide positions) is responsible for establishing a representative screening committee. The administrator is responsible for the hiring decision, but it is expected that the screening committee's input will be a factor in the decision.
4. All recommendations for employment must be approved by the Superintendent or the School Committee, as required by law, before an applicant may begin work.

II. Principals

1. Interviewing and selecting finalists for appointment by the Superintendent will be coordinated by the Superintendent or designee.
2. The Superintendent or designee(s) will establish a representative team that may include one or more teachers, other staff members, community members and parents/guardians.
3. The selection team for the high school Headmaster position may include one or more students, selected by the Student Council and vocational technical representatives.
4. After completing the interviewing process, the team will provide the Superintendent with finalists. The Superintendent of Schools will interview finalists at his/her discretion. The Superintendent of Schools will determine the number of finalists to be introduced to the School Committee.
5. The Superintendent will appoint one of the finalists to the position or may reject all candidates and reopen the search process at any stage to obtain new candidates.

III. District Administrators

1. Interviewing and selecting finalists for appointment by the Superintendent will be coordinated by the Superintendent or designee. The Superintendent of Schools will determine the number of finalists to be introduced to the School Committee.
2. The Superintendent or designee will establish a representative team that may include one or more teachers, other staff members, community members, parents/guardians and students. For those positions where the hiring authority rests with the School Committee, a representative team may be established by the School Committee, or the School Committee may direct the Superintendent to establish a representative team to assist the Superintendent in making his/her recommendation to the School Committee.
3. After completing the interviewing process, the team will provide the Superintendent with finalists for further interviewing by the Superintendent, and, the School Committee if the hiring authority for the position rests with the School Committee. Where the team has been established by the School Committee, it will provide the School Committee with finalists for further interviewing, and the Superintendent will provide his/her recommendation with respect to the finalists.
4. The Superintendent will appoint one of the finalists to the position or may reject all candidates and reopen the search process at any stage to obtain new candidates. If the position is one that, by law, is subject to appointment by the School Committee, the Superintendent will select one of the finalists, subject to the approval of the School Committee, provided that the School Committee may reject any or all finalists and may reopen the search process to obtain new candidates.

IV. Assistant Principals and Building Level Administrators

1. Interviewing and selecting finalists for appointment by the Principal will be coordinated by the Principal or designee.
2. The Principal or designee will establish a representative team that may include one or more teachers, other staff members, community members, parents/guardians and students.
3. The Principal will provide the Superintendent with a list of finalists for further interview by the Superintendent. The selection team for the high school Headmaster position may also include one or more students selected by the Student Council; and a member selected by the Vocational Education Advisory Council.
4. The Superintendent, after consulting with the Principal, will appoint one of the finalists to the position or may reject all candidates and reopen the search process at any stage to obtain new candidates.

SOURCE: MASC

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45; 71:55B

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

BESE Regulations 603 CMR 7:00, 26:00, and 44:00

Revised: March 21, 2007

Approved: May 7, 2007

Revised: February 2, 2009

Revised: October 2012

Revised: April 1, 2013

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 be established by the Superintendent of Schools/designee consistent with collective bargaining agreements and non-union salary guidelines.

The Somerville School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes.

Adopted: January 1996

Revised: February 2009

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.

Adopted: January 1996

Reviewed: January 2009

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 system, and the employees' expressed desires.

Care will be exercised by the Superintendent to assure that all schools are staffed with effective 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 and the policies delineated above.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

CONTRACT REF.: Teachers' Agreement

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

Teachers shall be in their classrooms ready to receive their pupils fifteen minutes before the beginning of each session. If not, it shall be regarded as tardiness and shall be satisfactorily explained to the Principal. Any teacher tardy more than once in any one quarter shall, upon the second or succeeding tardiness, be prohibited from teaching for that session, shall receive no salary therefore, and a substitute may be provided for the service.

Teachers shall observe punctually the hours appointed for opening and dismissing the schools, and during school hours shall apply themselves faithfully to their duties.

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.

Adopted: January 1996

Reviewed: January 2009

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

CONTRACT REF.: Teachers' Contract

STAFF MEETINGS

Unless excused by the Superintendent/designee, staff shall attend all meetings of staff called by the School Committee, Superintendent/designee, or any other administrator.

Revised: February 2009

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 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.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

CONTRACT REF.: Teachers' Agreement

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

EVALUATION OF PROFESSIONAL STAFF

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.

Revised: February 2, 2009

SOURCE: MASC

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

EVALUATION OF PROFESSIONAL STAFF TEACHERS

To bring a desirable degree of consistency and uniformity to the evaluation process, the following procedures will be observed:

1. Evaluations may be initiated by the Superintendent, the Assistant Superintendents, Principals, Assistant Principals, and department heads or coordinators. These personnel will have the privilege of observing a teacher at any time.
2. The evaluation instruments will be the Teacher Evaluation Criteria booklet and the Evaluation Worksheet. Each staff member will be provided with a copy of these materials. The worksheet will be used by the evaluator who will provide the teacher with a copy.
3. Teachers will be evaluated through classroom observation during a school year.
4. Conferences will be arranged by the evaluator following each classroom observation. The worksheets will be reviewed and discussed at this time. Teachers may file written comments with the summary of each conference.
5. It is the teacher's responsibility to request assistance, the evaluator's responsibility to give assistance. A program designed to bring about needed improvement should be developed by the teacher and the evaluator.
6. The evaluation process will be subject to periodic revision.

The substance of the teacher's evaluation will be based on the basic function of the teacher as it is understood by the School Committee. Specifically, the teacher must institute and direct learning activities compatible with the philosophy of the school system. These learning activities should lead to the acquisition of knowledge and promote the maximum development of desirable behavior, skills, habits, attitudes, appreciation, beliefs, and standards. Therefore, teachers will be appraised in terms of the following characteristics, qualities, and demonstrated skills:

1. Extent and currency of knowledge and understanding of subject matter, the learning process, and general education.
2. Development and use of effective techniques for motivation and instruction.
3. Daily preparation as evidenced in thorough planning and preparation.
4. Quality of student-teacher relationships.
5. Classroom management.
6. Professional appearance and manner.
7. Personal development.
8. Effective guidance procedures and use of professional support personnel.
9. Quality of teacher-home-community relationships.
10. Loyalty to, and conscientious support of, all personnel, the objectives of the School Committee, and the philosophical principles of the school system.

Revised: February 2, 2009

SOURCE: MASC

LEGAL REFS.: Collective Bargaining Agreement

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 35:00. 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. 150E. 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.

Revised: February 2, 2009

SOURCE: MASC

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

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

In the event it becomes necessary to reduce the number of staff members, the school department will follow the procedure below:

1. Teachers without professional teacher status generally will be terminated first if there is a qualified teacher with professional teacher status to fill the position.
2. Should all teachers in the areas subject to reduction be fully certified, the Superintendent will review the performance of teachers without professional teacher status and make recommendations for termination without prejudice.

Prior to making a decision, the Superintendent must be sure that there are teachers who are qualified and certified to perform all of the needed duties of the terminated teachers.

All certified personnel terminated for purposes of reduction in force may be considered for reemployment as vacancies occur in positions for which they are qualified. Opportunity for reemployment will be extended for two years to personnel in the reverse order of the termination order above. If recall is refused, the staff member's name will be dropped from the list.

The District will follow all of the requirements of the law in terminating teachers in order to reduce staff.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

LEGAL REFS.: M.G.L. 71:41; 71:42

CONTRACT REFS.: Collective Bargaining Agreements

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/her assigned duties for a period of 30 days after submission of the resignation.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

The Superintendent will inform the School 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.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

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

CONTRACT REF.: Teachers' Contract

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 School 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.

Adopted:

Revised: January 18, 1996

Reviewed: January 2009

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

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 will submit for the Committee's consideration and action a job description or job specifications for the position.

Adopted: January 1996

Revised: February 2, 2009

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing salaries and salary schedules for support staff personnel, the 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. The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

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

CONTRACT REFS.: All Contracts

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

SUPPORT STAFF LEAVES AND ABSENCES

All requests for long-term leaves of absence will be submitted by the Superintendent/designee for approval.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

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

CONTRACT REFS.: All support staff contracts

SUPPORT STAFF 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.

Adopted: February 2, 2009

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

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 to work are some of the major duties of the School Committee.

The 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.

Adopted:

Revised: January 18, 1996

Revised: February 2, 2009

CONTRACT REFS.: All support staff agreements