

EQUAL EMPLOYMENT OPPORTUNITY

The School Committee subscribes to the principle of the dignity of all people and of their labors. Any individual who is responsible for hiring and/or personnel supervision must understand that applicants are employed, assigned, and promoted without regard to their race*, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.

Every available opportunity will be taken in order to assure that each applicant for a position is selected on the basis of qualifications, merit, and ability.

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

LEGAL REF.: M.G.L. 151B:4;
603 CMR 26:00
Acts of 2022, Chapter 117 -
<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

CROSS REF.: AC, Nondiscrimination

RESPONSIBILITIES OF SCHOOL PERSONNEL

The Plymouth Public Schools recognizes that the capabilities and conduct of all school personnel greatly affect the quality of education provided to students in our schools. The District further believes that all school personnel should be intrinsically motivated to adhere to the highest ethical standards. This policy covers all school personnel employed or contracted by the Plymouth Public School District.

Responsibilities for Implementation

1. It is the responsibility of all personnel to implement the District guidelines listed below, as well as, those listed in the faculty handbook, collective bargaining agreements, school committee policies, local, state and federal laws, and other employee training materials.
 - Exhibit professional behavior, and further foster the Mission of the District, by showing positive examples of preparedness, communication, fairness, punctuality, attendance, language, appearance, high standard of conduct, self-control, and moral/ethical behavior.
 - Contribute, cooperate, and participate in creating an environment in which all personnel and students are accepted, and are provided, the opportunity to achieve high standards of professional and academic development.
 - Maintain a safe and healthy environment, free from harassment, intimidation, bullying, substance abuse, and/or violence, and free from bias and discrimination.
 - Intervene immediately in any code of conduct violation that has a negative impact on students or personnel, to preserve the confidentiality and the dignity of every individual.

STAFF ETHICS / CONFLICT OF INTEREST

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

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

Employees will not engage in outside employment 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 them.

Every two years, all current employees, including School Committee members, must complete the State Ethics Commission's online training. New employees must complete this training within 30 days of beginning employment and every 2 years thereafter. Upon completing the program, employees should print out the completion certificate and keep a copy for themselves. Employees will be required to provide a copy of the completion certificate to the municipal or district Clerk through the Superintendent's office.

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

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

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

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

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

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

Class Gifts

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

Gifts for School Use

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

Solicitations

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

LEGAL REFS.: M.G.L. 268A:3; 268A:23
930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools
GBEBD, Online Fundraising and Solicitations – Crowdfunding
KCD, Public Gifts to Schools

ONLINE FUNDRAISING AND SOLICITATIONS - CROWDFUNDING

School District employees shall comply with all of the following provisions relating to online solicitations and the use of crowdfunding services for school-related purposes as well as all applicable laws, regulations and district policies. No online fundraising may occur except as provided below.

The Superintendent shall have final authority to approve any online fundraising activities by school district employees and shall determine and communicate to Principals the circumstances under which online fundraising proposals shall require Superintendent or School Committee approval in accordance with law and school district policy. The Principal of each school shall approve all online fundraising activities within their buildings prior to any employee posting any such fundraising solicitation.

Any solicitation shall be for educational purposes only (field trips, supplies, supplemental materials, books, etc.). The solicitation of personal items (coats, nutritional snacks, etc.) shall only be to benefit students directly. To the extent an employee solicits any technology or software, the employee shall secure the prior written approval of the Director of Technology or designee prior to any such solicitation. Any employee seeking to display or post a photograph of a student in conjunction with a fundraising solicitation must first secure the written consent of the student's parent or guardian.

Employees shall not use a crowdfunding source, or set up their appeal in such a way, that they are asking for donations directly from people over whom the employee making the request has authority, or with whom the public employee is having official dealings (such as parents/guardians of student's in a teacher's classroom - the solicitation can say "Classroom X needs tissues and crayons," but it shouldn't be directed to parents/guardians who have shared email addresses with the teacher for purposes of communicating about their student).

Employees using crowdfunding services shall periodically disclose in writing to the Superintendent the names of all individuals whom the employee has directly solicited in any manner including but not limited to oral, written, or electronic solicitation. The Superintendent shall maintain these disclosures as public records available for public review.

Employees may only use crowdfunding services that send the items or proceeds solicited by the employee directly to the employee's school or to the school district. Employees must verify under the crowdfunding service's terms and conditions that they meet all requirements for such solicitation. Items or proceeds directly sent to employees are considered gifts to the employee and may result in violation of state ethics laws.

If an employee's proposal is approved by the crowdfunding service, the employee agrees to use the donated materials solely as stated in the employee's proposal.

If a solicitation is not fully funded within the time period required by the crowdfunding service, or the solicitation cannot be concluded for any reason, every attempt will be made to return donations to the donors. Donations unable to be returned shall only be used as account credits for future solicitations.

Unless otherwise approved by the Superintendent in writing, all goods and/or proceeds solicited and received through any online solicitation shall become the property of the School Committee, and not of the individual employee who solicited the item(s) or funds. The employee is prohibited from taking any such item(s) or funds to another school or location, without the Superintendent's written approval.

LEGAL REFS: MGL 44:53A; 71:37A; 268A:3; 268A:23;
Ethics Commission Advisory Opinion EC-COI-12-1;

CROSS REFS: GBEA, Staff Ethics/Conflict of Interest;
GBEBC, Gifts To and Solicitations by Staff;
KCD, Public Gifts to Schools

DRUG-FREE WORKPLACE POLICY

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

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

LEGAL REFS.: 41 USC 81

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

TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED

Use of any tobacco products, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco and snuff and electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization, within the school buildings, school facilities, on school grounds or school buses, or at school sponsored events by any individual, including school personnel, is prohibited at all times.

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

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

CROSS REFS.: ADC, Tobacco Products on School Premises Prohibited
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

STAFF TECHNOLOGY ACCEPTABLE USE POLICY (AUP)

Plymouth Public Schools recognizes the value of teacher inquiry, investigation, and innovation using technology tools to enhance learning. Plymouth Public Schools recognizes an obligation to teach and ensure responsible and safe use of technology by their staff.

This policy addresses staff use of the district network, email, web publishing, personal computers, and publicly available social media networks including personal web sites, blogs, wikis, social networks, online forums, virtual worlds, and any other sites considered social media. The use of professional social media is an extension of the classroom. Whether at home or in school, anything considered inappropriate in the classroom is also inappropriate in the use of social media.

1. Purpose

- 1.1 Plymouth Public Schools provides employees and students access to the Plymouth Public Schools Local and Wide Area Network (hereinafter referred to as the network), that also serves as our gateway to the Internet.
- 1.2 The network has been developed for educational purposes. It is intended to assist in preparing students and teachers for success in life in the 21st century by providing access to a wide range of information resources and the ability to communicate with people throughout the world. The term “educational purposes” includes use of the network for curriculum activities, research, and professional or career development activities related to education.
- 1.3 The network will be used to enhance productivity through increased communication within the district, with parents, social service agencies, government agencies, businesses, etc.
- 1.4 The network may not be used for personal and/or commercial purposes, including (but not limited to) offering or purchasing goods and/or services for personal use.

2. Responsibilities

- 2.1 The District Network Engineer and the Coordinator of Educational Technology and Instructional Media will oversee access to the network and will establish processes for: authorization for software installation; back-up and archival of databases; virus protection; and compliance with the Children’s Internet Protection Act (CIPA).
- 2.2 The Principal or designee will maintain signed user agreements, and be responsible for enforcing the Technology AUP.
- 2.3 When using the Internet for class activities, teachers will have previewed and selected material appropriate to the students and relevant to the course objectives. Teachers will aide students in developing critical thinking skills (i.e., assessing reliability of information found on the Internet) and provide guidelines and resources to assist their students in focused research activities.

3. District Limitation of Liability

- 3.1 Plymouth Public Schools makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through its network, network infrastructure, or district-owned or -leased devices will be error-free or without defect.

The district will not be responsible for any damages users may suffer, including but not limited to, loss of data or interruptions of service caused by any reason, or personal physical, psychological, or monetary damages. The district is not responsible for the accuracy or quality of the information obtained through or stored on the system. The district will not be responsible for unauthorized financial obligations arising through the use of the system.

4. Due Process

- 4.1 When using the network, the user agrees to take full responsibility for his or her actions. The Plymouth Public Schools will not be held liable for the actions of anyone connecting to the Internet through this network. Therefore, all users shall assume full liability, legal, financial, or otherwise, for their use of the network.
- 4.2 Violations of the Technology AUP can carry serious consequences and could result in the immediate suspension of the user's privileges. Further disciplinary action may be taken by the Administration of the Plymouth Public Schools and/or Town, County, State or Federal authorities. Disciplinary actions will be tailored to meet specific concerns related to the violation. These disciplinary actions may include termination of employment.
- 4.3 Any question or allegations concerning adherence to the Technology Acceptable Use Policy should be brought to the attention of the Coordinator of Educational Technology.

5. Monitoring and Privacy

- 5.1 The network is the property of the school department and its storage systems are therefore subject to inspection by the administration at any time. System users have a limited privacy expectation in the contents of their personal files stored on or accessed through the network. Records of electronic device use may be subject to public records law and may be discoverable in criminal or civil proceedings.
- 5.2 All Plymouth Public Schools email and files, either downloaded or copied from the Plymouth Public Schools system, that are accessed through a user's home computer or any other non-Plymouth Public Schools computer or device, are Plymouth Public Schools' property and should be used and protected according to this policy and other applicable policies and laws governing information confidentiality and security.
- 5.3 An individual search will be conducted if there is suspicion that a user has violated the AUP or the law. The nature of the investigation will be in the context of the nature of the alleged violation.
- 5.4 Technicians and computer system administrators maintain full access rights to all storage devices, and may need to access/manage such storage devices as part of their duties.
- 5.5 The Plymouth Public Schools prohibits the use of camera and audio recording functions on any equipment, including but not limited to personal cameras, personal camera telephones, and/or school-issued devices, at school or school-sponsored events, except when specifically authorized by school administration or staff and with knowledge and consent of the participants. In no event should any photographs or video be taken of confidential information, nor should photographs, audio, or video recordings be made without knowledge of the subjects. Audio recording without the consent of the individuals recorded may result in criminal felony charges. M.G.L. c. 272 § 99.

6. Unacceptable Use

When faculty and staff of the Plymouth Public Schools use the Plymouth Public Schools network connection, Plymouth Public Schools -owned or -leased device, or any personal electronic device connected to the Plymouth Public Schools network, they become an extension of the Plymouth Public Schools and are expected to follow the guidelines of this policy. Inappropriate use in violation of this policy, the staff handbook, school committee policies, and state and federal laws or regulations will not be allowed. Access to the Internet, other electronic resources, and the hardware is a privilege, not a right, and carries with it responsibilities for safe and respectful use.

Requirements:

- Employees must be respectful and professional in all communications (by word, image, text or any other means). Employees shall not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
- Employees should not engage in personal attacks, including prejudicial or discriminatory attacks or harassment of any kind; they should not knowingly or recklessly post false or defamatory information about a person or organization, or post information that could cause damage or disruption. This includes, but is not limited to, the posting of broadcast messages or other actions that cause congestion of the network or interfere with the work of others.
- Employees should not install unauthorized software or download unauthorized software from a remote location without express permission of the Coordinator of Educational Technology and Instructional Media or the District Network Engineer.
- Employees should not attempt to go beyond their authorized access, make deliberate attempts to disrupt system performance or destroy data (by spreading computer viruses or by any other means), or engage in other illegal activities; they should not change in any way the configuration of a computer or network without permission of administration or technology staff.
- Employees should not disseminate passwords, codes, access telephone numbers, or account numbers to unauthorized persons.
- Employees should not use the network to access or send material that is profane or obscene (e.g., pornography), that advocates illegal acts, or that advocates violence or discrimination towards other people (e.g., hate literature).
- Employees should not damage or vandalize computers, computer systems, or networks.
- Employees should not trespass in other's folders, work or files, or use another's password.
- The network may not be used for personal and commercial purposes, including, but not limited to, offering or purchasing goods and/or services for personal use.
- Employees may not engage in electronic forgery, credit card fraud, or other illegal behavior.

7. E-Mail

7.1 All e-mail created or received by an employee of a governmental unit is a public record. According to Massachusetts General Laws, the term "public record" is defined as all documentary materials or data created or received by any officer or employee of a governmental unit, regardless of physical form or characteristics. G. L. c. 4 S 7(26). E-mail is, therefore, a public record and it is

subject to the requirements of the Public Records law, G.L. c. 66. Any member of the public may request copies of e-mail. Please note that even deleted messages are subject to disclosure because they still exist on backup drives.

- 7.2 Users should consider e-mail messages equivalent to letters sent on official letterhead and therefore should be written in a professional and courteous tone.
- 7.3 Faculty and staff must not subscribe to mass electronic mailings (e.g., chain letters, Joke of the Day, Horoscopes, Trivia, etc.). Mass mailings take up valuable network space that should be used for educational purposes.
- 7.4 The Coordinator of Educational Technology and Instructional Media or the Systems Engineer monitors the network to ensure proper network operations. Principals, Department Heads or Supervisors may request detailed reports indicating e-mail and Internet usage.

8. Web Publishing

The Plymouth Public Schools web site is designed to provide a portal to enable communication among teachers, students, staff, administration, and the community. Material posted on the district's web site or web portal must reflect the high educational standards of the Plymouth Public Schools.

To ensure the safety of our students and the accuracy and security of district information, the guidelines and procedures listed below must be followed:

- 8.1 No student's personal information, such as SIMS (Student Information Management Systems) data, last name, home address, and telephone number may be posted on the web site. Students must have signed permission from their parent/guardian granting permission to post the student's work.
- 8.2 Requests to post material on the Plymouth Public Schools' Web site must have prior approval of the Principal or designee.
- 8.3 Photographs and images used must have the written permission of not only the person or organization that owns the image, but of any person or persons included within the image.
- 8.4 Logos or Trademarks used must have written permission from the person or organization that owns the trademark.
- 8.5 Student directory information may not be published.
- 8.6 The creator of the home page is responsible for ensuring that the information contained therein is of the highest editorial standards (spelling, punctuation, grammar, style, etc.). The information should be factually accurate and current. If errors are observed, the District Technology Coordinator or designated school Webmaster should be contacted to make the necessary corrections.
- 8.7 It should be noted that the Plymouth Public Schools name or logo may not be used on a personal web page without permission of the Superintendent.

9. Personal Computers

- 9.1 Faculty and staff personal computers may be configured for Plymouth Public Schools' network with approval from the Coordinator of Educational Technology and Instructional Media or Systems Engineer.

9.2 Personal computers are not the property of Plymouth Public Schools and will not be serviced by the Technology Department.

9.3 Personal computers must have up-to-date virus protection software in order to be placed on the district's network.

9.4 Use of personal electronic devices (laptops, cell phones, etc.) connected to the Plymouth Public Schools' network must abide by this Acceptable Use Policy.

10. Plagiarism and Copyright Infringement

10.1 Existing copyright law will govern the use of material accessed through the network. The user will not plagiarize works found on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours. All copyrighted material used on the district's web page must have the express written permission of the person or organization that owns the copyright. Plymouth Public Schools will cooperate with copyright protection agencies investigating copyright infringement by users of the computer systems and network of the Plymouth Public Schools.

11. Modification of this Policy

The Plymouth Public Schools School Committee reserves the right to modify or change this policy and related implementation procedures at any time.

12. Staff Technology AUP Access Agreement

Your signature on this document is legally binding, and indicates that you have read the terms and conditions carefully and understand their significance and consequences. This policy is further supported by the rules and regulations found in the Plymouth Public Schools employee handbook and discipline policies.

CHILDREN IN THE WORKPLACE

Children of employees in any school are not to be present in the school or on the school grounds during the work hours of said employee unless the children are duly registered students or are participating in school-sponsored activities at the same school as the employee.

STAFF PERSONAL SECURITY AND SAFETY

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

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

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

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

CROSS REFS.: EB, Safety Program

DOMESTIC VIOLENCE LEAVE

Definitions

For purposes of this section, the following words shall have the following meanings:

1. “Abuse”, (i) attempting to cause or causing physical harm; (ii) placing another in fear of imminent serious physical harm; (iii) causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child; (iv) engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; (v) depriving another of medical care, housing, food or other necessities of life; or (vi) restraining the liberty of another.
2. “Domestic violence”, abuse against an employee or the employee’s family member by (i) a current or former spouse of the employee or the employee’s family member; (ii) a person with whom the employee or the employee’s family member shares a child in common; (iii) a person who is cohabitating with or has cohabitated with the employee or the employee’s family member; (iv) a person who is related by blood or marriage to the employee; or (v) a person with whom the employee or employee’s family member has or had a dating or engagement relationship.
3. “Abusive behavior”, (i) any behavior constituting domestic violence, (ii) stalking in violation of section 43 of chapter 265, (iii) sexual assault, which shall include a violation of sections 13B, 13B½, 13B¾, 13F, 13H, 22, 22A, 22B, 22C, 23, 23A, 23B, 24, 24B, 26D, 50 or 51 of chapter 265 or sections 3 or 35A of chapter 272 and (iv) kidnapping in violation of the third paragraph of section 26 of chapter 265.
4. “Employees”, individuals who perform services for and under the control and direction of an employer for wages or other remuneration.
5. “Family member”, (i) persons who are married to one another; (ii) persons in a substantive dating or engagement relationship and who reside together; (iii) persons having a child in common regardless of whether they have ever married or resided together; (iv) a parent, step-parent, child, step-child, sibling, grandparent or grandchild; or (v) persons in a guardianship relationship.

Eligibility

It shall be the policy of the school district to permit an employee to take up to 15 days of unpaid domestic violence leave from work in any 12-month period. No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner discriminate against an employee for exercising the employee’s rights under the 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.

In order to be eligible for said leave:

- i. the employee or a family member of the employee must be a victim of abuse, domestic violence and/or 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.

Documentation

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 another professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within 30 days after the employer requests it.

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

- (1) a protective order, an order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;
- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;
- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior;
- (5) medical documentation of treatment as a result of the abusive behavior;

- (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or another professional who has assisted the employee in addressing the effects of the abusive behavior;
- (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been a victim of or is a family member of a victim of abusive behavior.

Confidentiality

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.

Superintendent's Responsibilities

Annually, the Superintendent shall ensure that notice is provided to all employees pertinent to this domestic violence leave policy.

LEGAL REF: [M.G.L. 149:52E](#); [Section 10 Chapter 260 of the Acts of 2014](#)

FAMILY AND MEDICAL LEAVE

The School District 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, procedures setting forth the rights and procedures granted by the Act, and shall ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

In connection with campaigning, an employee will not: use school district facilities, equipment or supplies; discuss their campaign with school personnel or students during the working day; use any time during the working day for campaigning purposes. Public employees are prohibited under state law from soliciting funds for political campaigns.

Under no circumstances, will students be pressured into campaigning for any staff member.

LEGAL REF.: M.G.L. 55:11-13; 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 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 employees will be accurately maintained in the central administrative office. In addition to the application for employment and references, relative to compensation, payroll deductions, evaluations, teaching certificates, and other pertinent information will be maintained.
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 the Superintendent of Schools, to review the contents of his/her own personnel file under the supervision of appropriate central office staff.
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 afforded the opportunity to include his/her written response in the file.
6. Personnel directory information will be released in accordance with prevailing state and federal statutes.
7. Each personnel file will contain an access log.
8. A current approved Background Check will be kept on file in a separate, secure location. (see Policy ADDA)

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

CONTRACT REF.: All Agreements

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

STAFF COMPLAINTS AND GRIEVANCES

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

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

Channels established will provide for the following:

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

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

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

CONTRACT REFS.: All Contract Agreements

PROFESSIONAL STAFF POSITIONS

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

Each time a new position is established by the Committee, or an existing position is modified, 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.

NOTE: Job descriptions for professional staff positions are available for review in the office of the Superintendent.

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

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

Principals and Administrators on Individual Contracts

Salaries will be reviewed annually prior to July 1. The School Committee, with the advice of the Superintendent, will establish levels of compensation for each position based on the circumstances, dynamics, and requirements of each position. It is the responsibility of the Superintendent to present evidence to the School Committee to support recommendations for salary increases.

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

CROSS REF.: GCBB, Employment of Principals

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF PRINCIPALS

Jim to fix

Principals shall be employed by the School District under individual contracts of employment. The School Committee will establish levels of compensation/benefits, prior to the presentation of a contract of employment to the Principal. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

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

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

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

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

CROSS REF.: GCBA, Professional Staff Salary Schedules

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 may be rewarded with extra compensation.

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

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

LEGAL REF.: Collective Bargaining Agreement

CONFERENCE ATTENDANCE

All professionals attending approved conferences scheduled during the school year or attending conferences during the summer which are paid for by the School District will complete the *Conference/Workshop Summary and Follow-Up* form and submit it to their immediate supervisors with copies to the Superintendent of Schools within 5 days following the conference.

Conferences attended by more than one professional will require each attendee to complete the *Conference/Workshop Summary and Follow-Up* form.

Each attendee may be requested to participate in professional development activities within the district.

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

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

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

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current employee may apply for any position for which they have licensure and meet other stated requirements.

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications in accordance with the appropriate collective bargaining agreement.

LEGAL REFS.: Collective Bargaining Agreements

PROFESSIONAL STAFF HIRING

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions. It is the responsibility of the Superintendent, and of persons to whom they delegate 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 District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the students.

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

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

1. There will be no discrimination in the hiring process due to race*, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. The administrator responsible for the hiring of a staff member (in the case of District-wide positions, for the position of Principals, it is the Superintendent; for building-based personnel, it is the Principal) is directed to establish a representative screening committee. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be a factor in the decision. For those positions where the hiring authority rests with the School Committee, a representative screening committee may be established by the School Committee, or the School Committee may direct the Superintendent to establish a screening committee to assist the Superintendent in making their recommendation to the School Committee.

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

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45
603 CMR 7:00, 26.00, and 44:00
Acts of 2022, Chapter 117 -
<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

ADMINISTRATIVE SELECTION PROCESS

The following selection process will be utilized in the screening of applicants for the positions of: Assistant Superintendent, Principal, Curriculum Coordinator and Director/Supervisor.

Selection Process

Advertisements at the discretion of Administration

- Local and/or National Newspapers
- Universities and Colleges
- Post position throughout the school system
- Professional publications, e.g. AASA, Bulletin, Education Week, etc.

Paper screening by Superintendent

8 Member Screening Committee composed, where possible, of:

- **2 Teachers:** appointed by the President of the Teacher's Association.
- **2 Citizens:** appointed by the Chairman of the School Committee, as recommended by Central Office Administration.
- **1 School Administrator:** appointed by the President of Administrators Association.
- **1 Principal:** appointed by Superintendent.
- **1 Student:** appointed by Superintendent or designee.
- **1 School Committee Member:** appointed by the Chairman of the School Committee.

The Assistant Superintendent for Human Resources will coordinate and serve on all above-defined Screening Committees as a non-voting member. They shall also coordinate and structure this interview process.

The Screening Committee will interview candidates and make recommendations (usually no more than six) to the Superintendent.

Appointments will be made in accordance with prevailing statutes.

Final decision will be made by the Superintendent or School Committee, as appropriate.

SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

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

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

NON-CONTRACTUAL LONG-TERM SUBSTITUTES

A Long-Term Substitute (LTS) is defined as a teacher covering a classroom or back-to-back classrooms for a minimum of 21 consecutive days.

A non-contractual, long-term substitute teacher is paid at a per diem rate established by the School Committee. After serving twenty (20) consecutive days in the same position, the substitute is placed on Bachelors Step 1. In special circumstances, a building principal may petition the superintendent or his/her designee to extend the LTS rate if the LTS transfers into another long-term substitute position within the same school or program within the same school year. For example, if the LTS is placed to cover back-to-back maternity leaves within the same building. The effective start date of this policy will be September 1, 2021.

Retired teachers with a current or prior certification may start on a Bachelor Step 1 and do not have to serve 20 consecutive days at the substitute rate as determined by the Superintendent or the Assistant Superintendent for Human Resources.

The following procedure is to be used in determining sick days for Long-Term Substitutes. If the LTS rate is extended for back-to-back assignments, the LTS will continue to accrue days as outlined below.

After serving as a Long-Term Substitute in the same or back-to-back positions:

- 21 consecutive days - 1 sick day
- 51 consecutive days - 2 sick days
- 81 consecutive days - 3 sick days
- 111 consecutive days - 4 sick days
- 141 consecutive days - 5 sick days

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 district 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 district.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.

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.

PROFESSIONAL TEACHER STATUS

The Superintendent, upon recommendation of the Principal, may award such status to a teacher who has served in the Principal's school for not less than one year or a teacher who has obtained such status in any other public school district in the Commonwealth. The Superintendent will base their decisions on the results of evaluation procedures conducted according to Committee policy.

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

A teacher who attains professional teacher status will have continuous employment in the service of the school district subject to satisfactory evaluations. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the school district in another position for which they are legally qualified.

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

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

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

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

CONTRACT REF.: Teachers' Agreement

EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher and administrator performance and to advance the instructional programs of the schools, a continuous program for teacher and administrator evaluation has been 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 will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

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

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

CONTRACT REF.: Teachers' Agreement

VOLUNTARY TERMINATION OF EMPLOYMENT

MUTUAL CONSENT

An employment contract and/or the employment relationship between the School Committee and an employee may be terminated at any time by mutual consent. The Superintendent of Schools is authorized by the School Committee to consent to such termination on terms that are acceptable.

RESIGNATION

An employee may resign at any time and for any reason by submitting to the Superintendent of Schools a proper written notice of the intention to resign.

- The written notice must be received by the Superintendent of Schools at least thirty (30) calendar days in advance of the intended date of resignation.
- The Superintendent of Schools, with discretion, is authorized to accept such resignation on behalf of the School Committee.
- The Superintendent of Schools may, upon terms and conditions that are satisfactory , allow the employee to be released sooner than the thirty (30) days.

HEALTH INSURANCE

Upon leaving the employ of the school system, health coverage under the employee contributory health insurance plan will terminate on the first day of the month following the last month for which there was a fully paid premium for those ex-employees who were enrolled. Under Public Law 99-272, Title X - COBRA, continuation coverage in the existing health insurance plan is available for a limited period at full cost plus administrative expense to the qualifying ex-employee and/or their dependents.

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

When the Superintendent or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school district, they will:

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

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

TUTORING FOR PAY

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

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

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

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

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

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

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

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

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school district must participate intelligently and effectively for the benefit of the children. This school district 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.

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

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of pay and levels of compensation 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.

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

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

Overtime

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

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

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

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

CONTRACT REFS.: All Contracts

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 will cover the major areas of the employees' responsibilities and their job descriptions.

Each employee will be informed of the basis upon which they are to be evaluated in advance of evaluation.

CONTRACT REFS.: All support staff agreements