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PERSONNEL POLICIES GOALS

It shall be the policy of the Somerset Berkley Regional School Committee that the Committee shall consider matters relating to individual staff members through the Superintendent.

It shall be the policy of the Somerset Berkley Regional School Committee that the Committee shall maintain specific salary schedules for all employees, with definite provisions for sick leave, leaves of absence, annual increments, and related factors as contained in collective bargaining agreements or individual contracts.

EQUAL EMPLOYMENT OPPORTUNITY

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

SOURCE: MASC

LEGAL REF.: BESE Regulations 603 CMR 26:00

CROSS REF.: AC, Nondiscrimination

Somerset Berkley Regional School District

Adopted by the Somerset Berkley Regional School Committee September 27, 2012

Somerset Berkley Regional School District

SCHOOL COMMITTEE-STAFF COMMUNICATIONS

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

Staff Communications to the School Committee

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

School Committee Communications to Staff

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff fully informed of the Committee's problems, concerns and actions. School Committee members will use their discretion, and will follow all provisions of state ethics and conflicts of interest law when contacting staff members to ensure that they are not perceived as acting in a supervisory capacity, using their position to gain any advantage not available to any other parent or citizen, and not acting in an inherently coercive way or applying undue pressure on an employee.

Visits to School

Individual School Committee members interested in visiting the school or classrooms other than during public functions will inform the Superintendent and Principal of the Somerset Berkley Regional High School of such visits and make arrangements for visitations through the Principal of the Somerset Berkley Regional High School. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Committee members will be carried on only under Committee authorization.

STAFF ETHICS / CONFLICT OF INTEREST

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

No employee of the Committee will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the Somerset Berkley Regional 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 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.

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

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

The acceptance of personal gifts by school personnel from school suppliers can be subject to misinterpretation and a source of embarrassment to the Somerset Berkley Regional School District and all persons involved.

In keeping with this policy, no employee of the 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 Somerset Berkley Regional School District. This restriction does not relate to the acceptance of gifts for the Somerset Berkley Regional School District, nor to the acceptance of small and clearly identifiable advertising and promotional materials.

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

The solicitation of funds for the United Way will be permitted on an annual basis.

CROSS REFS.: JP, Student Gifts and Solicitations
 KHA, Public Solicitations in the 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.

SOURCE: MASC March 2016

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

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

Approved by the Somerset Berkley Regional School Committee August 16, 2016

Somerset Berkley Regional School District

TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS

Smoking or the use of tobacco within the school building, the school facilities or on school property or buses, by any individual, including school personnel is prohibited.

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

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

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The School Committee recognizes that employees of the Somerset Berkley Regional School District 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 Somerset Berkley Regional School District 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; or solicit funds. Under no circumstances, will students be pressured into campaigning for any staff member.

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

PERSONNEL RECORDS

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

1. A personnel folder for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, pay- roll 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 provided with 24 hours notice, to review the contents of his/her own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.
6. Lists of Somerset Berkely Regional School District employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

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

CONTRACT REF.: All Agreements

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

STAFF COMPLAINTS AND GRIEVANCES

The 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.

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; 150E:8

CONTRACT REFS.: All Contract Agreements

PROFESSIONAL STAFF POSITIONS

All professional staff positions in the Somerset Berkley Regional 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 Somerset Berkley Regional School District's goals and objectives and to provide for the equitable staffing of the school building. Although such positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

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

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

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.

Administrators

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

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

CONTRACT REF.: Teachers' Agreement

PROFESSION STAFF CONTRACT & COMPENSATION PLAN

Non-Aligned employees shall be employed by the Somerset Berkley Regional School District under individual contracts of employment. Said contracts shall be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the employee. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

New or renewal contracts issued to the employee will be up to three years in length , and may be reissued by the Superintendent at levels of compensation/benefits, determined by the School Committee, provided that the Superintendent may employ an employee under the terms and conditions of the previous contract of employment.

PRINCIPAL:

As a condition of employment, the Principal must maintain current certification, 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 under his/her direction.

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. Upon termination of the assignment, the supplementary pay will cease.

LEGAL REF.: Collective Bargaining Agreement

PROFESSIONAL STAFF LEAVES AND ABSENCES

Teachers covered by this contract may, subject to the approval of the Superintendent, be granted a sabbatical leave of absence of one (1) year for advanced study beyond the master's degree or for other educational endeavors deemed appropriate by the Superintendent.

Not more than three (3) teachers may be absent on sabbatical leave at any one time.

Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before February 1 if it is to become effective in September. A teacher requesting such leave shall submit an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Evaluation of each application on the basis of service rendered by the applicant and the use to be made of the requested sabbatical leave shall be the responsibility of the Superintendent. Applicants shall be notified by May 1 of the disposition of their application.

Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Somerset Berkley Regional School District. A second or third leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven (7) years.

Teachers on Sabbatical shall receive from the School Committee sixty percent (60%) of the salaries which they would have received if they had remained on active duty. They shall also receive the proportional amount toward Blue Cross-Blue Shield, town life insurance, and teachers' retirement allowed by law.

The Superintendent of Schools shall require that a teacher on sabbatical leave submit three (3) reports to him concerning the manner in which the leave is being used. The Superintendent shall determine a schedule for submission of the reports from the teacher.

Prior to granting a sabbatical leave, a teacher shall enter into written agreement with the Superintendent that upon the termination of such leave, he/she will return to service in the Somerset Berkley Regional School District for a period equal to twice the length of the leave and that, in default of completing such service, he/she shall refund to the Town of Somerset an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered.

Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the Somerset Somerset Berkley Regional School District, and he/she shall be returned to the same position which he/she held at the time said leave commenced if available, or, if not, to a substantially equivalent position.

STAFF FAMILY AND MEDICAL LEAVE

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

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

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

B. Types of Leave without Pay

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

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

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

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

C. Special Rules

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

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

2. Intermittent Leave and Reduced Leave Schedules:

- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position--
 - (1) which is offered by the Director,
 - (2) for which the employee is qualified,
 - (3) which has equivalent pay and benefits, and
 - (3) which better accommodates recurring periods of leave than the regular employment position of the employee.
 - (4)
- 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 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 Somerset Berkley Regional School District 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 Somerset Berkely Regional School District shall, if possible, continue the benefits at the reduced rate permitted for the Somerset Berkely Regional School District's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--
 - (1) to be restored to his or her former job, or
 - (2) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment

- b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.
 - c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal requirement that probationary teachers teach at least 160 contractual teaching days during the school year in order to count the year toward the three years of service needed to attain continuing contract status.
 - d. The Director may deny restoration to salaried employees who are among the highest paid 10 percent of the Somerset Berkley Regional School District's employees, if
 - (1) such denial is necessary to prevent substantial and grievous economic injury to the operations of the Somerset Berkley Regional School District,
 - (2) the Director notifies the employee of the intent of the Somerset Berkley Regional School District to deny restoration on the basis of economic injury at the time the Director determines that such injury would occur, and
 - (3) if the leave has begun, the employee does not return to work after receiving the notice of intent not to restore him or her.
5. Failure to Return from Leave: The Somerset Berkley Regional School District 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 Somerset Berkley Regional School District 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 Somerset Berkley Regional School District shall discriminate against any individual for opposing any practice contrary to this policy.
- c. No employee of the Somerset Berkley Regional School District 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
 - (5) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

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

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 Somerset Berkley Regional School District and it is the responsibility of the Principal, in consultation with the Superintendent to determine the personnel needs of the individual school. In addition, school council may review personnel requirements as a means of evaluating the needs of the 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 Somerset Berkley Regional School District. Any current employee may apply for any position for which he or she has certification and meets other stated requirements.

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

REFS.: Collective Bargaining Agreements

PROFESSIONAL STAFF HIRING

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

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

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

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

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

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

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

Somerset Berkley Regional School District

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Adopted by the Somerset Berkley Regional School Committee September 27, 2012

Somerset Berkley Regional School District

RETENTION OF TEACHERS WITHOUT PROFESSIONAL STATUS

It shall be the policy of the Somerset Berkley Regional School Committee that the Somerset Berkley Regional School District shall consider the retention of teachers without professional status on or before June 15, and consistent with the laws of the Commonwealth. Annual salaries for personnel listed above will normally be set prior to July 1st of each year.

LEGAL REF.: M.G.L. 71:41

CURRENT TEACHING PERSONNEL

The Somerset Berkley Regional School Committee, recognizing the authority of the Superintendent and School Principal to hire most personnel as directed by the Education Reform Act of 1993, establishes the following policy with respect to the process to be used in the selection of all professional staff positions:

That current teaching personnel who apply for a position and who meet the minimum criteria for said position will be interviewed and considered for appointment to the position.

HIRING OF SCHOOL PRINCIPAL

It shall be the policy of the Somerset Berkley Regional School Committee to establish parameters for the hiring process of building principal. Such parameters may include: approval of a job description, composition of a selection committee and a salary range.

The Superintendent of Schools shall appoint the principal monitor their performance in accordance with policies established by the School Committee.

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Part Time Teachers

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

Substitute Teachers

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

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

The 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.

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 Somerset Berkley Regional 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 Somerset Berkley Regional School District.
3. Released time for visits to other classrooms and schools and for attendance at conferences, professional presentations, workshops, and other professional meetings.
4. Leaves of absence for graduate study, research, and travel.
5. Partial payment of tuition for approved courses.

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

PROFESSIONAL TEACHER STATUS

Teachers and certain other professional employees who have served in the school district for three consecutive years shall be entitled to professional teacher status. The Superintendent, 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 his/her decisions on the results of evaluation procedures conducted according to Committee policy.

At the end of each of the first three years of a teacher's employment, it will be the responsibility of the Superintendent 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 Somerset Berkley Regional School District. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the Somerset Berkley Regional School District in another position for which he or she is 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 he or she is not legally qualified.

Established by law and Committee policy

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

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 Somerset Berkley Regional School District, and the employees' expressed desires.

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

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

CONTRACT REF.: Teachers' Agreement

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

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

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

CONTRACT REF.: Teachers Contract

TUTORING FOR PAY

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

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

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the Somerset Berkley Regional School District must participate intelligently and effectively for the benefit of the children. This Somerset Berkley Regional 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 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.

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

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

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

CROSS REF.: GDB subcodes (all relate to compensation)

CONTRACT REFS.: All Contracts

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

The School Committee will establish, and budget for, support staff positions in the Somerset Berkley Regional School District on the basis of need.

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

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

SUPPORT STAFF HIRING

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

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

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

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

The preferences of employees will be taken into consideration in making assignments and transfers; however, the best interests of students and the Somerset Berkley Regional School District must be given priority.

CONTRACT REFS.: All Support Staff

SUPPORT STAFF PROMOTIONS

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

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with his/her supervisor or Principal and will receive a copy of each. At the completion of the appraisal period, the employee will be notified of continued employment in his/her new position or reinstatement in his/her former one.

RETIREMENT OF SUPPORT STAFF MEMBERS

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

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

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

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Support staff employees employed by the school district may be terminated by the Principal of the building with the approval of the Superintendent in accordance with the provisions established in the respective Collective Bargaining Agreements. However, employees may request the Superintendent to review the circumstances of their termination.

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

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