

## **PERSONNEL POLICIES GOALS**

The District's specific personnel goals are:

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

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

{Adoption date}

SOURCE: MASC Policy

Revised: January 18, 1996

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Dracut 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, national origin 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.

{Adoption date}

SOURCE: MASC Policy

Revised: January 18, 1996

LEGAL REF.: 603 CMR 26:08

## **STAFF ETHICS / CONFLICT OF INTEREST**

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

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

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

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

In order to avoid the appearance of any possible conflict, it is the policy of the school committee that no employee be hired who is related to any member of the school committee or who is related to any administrator of the school district unless written notice is given to the school committee of the proposal to employ such person at least two weeks in advance of such person's employment.

Adoption date: January 1996

SOURCE: MASC Policy

LEGAL REFS.: M.G.L. 71:67; 268A:1 et seq.

## **STAFF CONDUCT**

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

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

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

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

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

Adoption date: January 1996

SOURCE: MASC Policy

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

## **GIFTS TO AND SOLICITATIONS BY STAFF**

### Gifts

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

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

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

### Class Gifts

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

### Gifts for School Use

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

### Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is

prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

SOURCE: MASC December 2012

Legal Ref: M.G.L. [268A:3](#); [268A:23](#); 930 CMR [5.00](#)

CROSS REFS.: [KHA](#), Public Solicitations in the Schools

[JP](#), Student Donations and Gifts

**Adopted by Dracut School Committee April 25, 2016**

## **DRUG-FREE WORKPLACE**

The Dracut Public Schools has recognized in the past the importance of maintaining a workplace which is drug and alcohol free to enhance the welfare of employees and students. A new federal law, the Drug-Free Workplace Act, requires the Dracut Public Schools to certify that it maintains a drug free workplace as a condition of receiving federal grants and contracts. The requirements of this law gives the Dracut Public Schools the opportunity to reaffirm the following policy and its commitment to a workplace free of drugs and alcohol.

It is the policy of the Dracut Public Schools, to maintain an alcohol-free and drug-free workplace. The unlawful manufacture, distribution, dispensation, possession or use of controlled substances of alcohol is prohibited while on duty or on school department property. Any violations of this policy will be grounds for disciplinary action up to and including immediate suspension and dismissal.

It is a condition of employment that each employee abides by this policy and notifies the Superintendent of Schools of any Criminal Drug Conviction for a violation occurring in the workplace within five (5) days of such a conviction. The Dracut Public Schools has an obligation to notify the appropriate Federal Agency within ten (10) days of receiving such a notice of conviction. Further, no later than thirty (30) days of notice of a conviction, the Superintendent of Schools will take disciplinary action up to and including dismissal from employment. Completion of an appropriate rehabilitation program may also be included with any disciplinary measures that would be assigned to the employee.

Notification to employees of this policy shall be accomplished by posting on employee bulletin boards, by providing access to the district policy manual, and by inclusion in staff handbooks.

If you have any questions, please feel free to contact Administrator of Business Services at (978) 957-5583.

Source: Dracut

**TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS**

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

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

SOURCE: MASC Policy

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

## **TUBERCULIN TESTING POLICY**

### Employee and Volunteers.

According to state law all prospective staff must have a Tuberculin Test prior to beginning employment.

Should the test prove positive, an X-ray report should be made available to the school department within two weeks of the individual being hired.

No Tuberculin (Mantoux) Test will be accepted if it is more than six months old and people transferring in from other school systems will have to go through the same process as new hires.

Following initial employment further Tuberculin Testing is not needed on a routine basis.

### Students:

Any student entering Dracut Public Schools from another country or coming into kindergarten must have a Tuberculin Test prior to entering.

For positive tests, chest X-rays must be done within two weeks.

Testing can be done at the Dracut Board of Health and X-ray reports must be submitted to the school department in a timely fashion.

Source: Dracut

## **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.

Prior to employment in the school system, all employees will submit evidence of freedom from tuberculosis, as specified by state law. Prospective candidates who will be taking the written examination for a teaching position must also file with the Superintendent's office a record of having passed a physical examination taken not more than 90 days prior to the date of the written examination. Additional physical examinations will also be required of bus drivers and food handlers as law or state regulations require.

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

Adoption date: January 1996

SOURCE: MASC Policy

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

CROSS REFS.: EB, Environmental and Safety Program  
GCBD, Professional Staff Fringe Benefits  
GDBD, Support Staff Fringe Benefits

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

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

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

Adoption date: January 1996

SOURCE: MASC Policy

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

## PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school system, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the 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, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of his/her own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.
6. Lists of school system employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.
7. When access is provided to personnel records based upon law or court order the Superintendent, unless prevented by law or court order, shall notify the individual whose records are being accessed.

Revised: January 18, 1996

SOURCE: MASC Policy

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 Right To Know

## STAFF COMPLAINTS AND GRIEVANCES

The Dracut 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.

{Adoption date}

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REFS.: All Contract Agreements

NOTE: Grievance procedures established through negotiated agreements may be referred to, as in the policy above. Many school systems also cite specific article and section numbers with the contract references.

## **Dracut Public Schools Discrimination and Harassment Policy and Grievance Procedures**

The Dracut Public Schools (“District”) is committed to maintaining a school environment free of harassment based on race, color, religion, national origin, gender, sexual orientation, gender identity, age or disability. Harassment by administrators, teachers, certified and support personnel, students, vendors and other individuals at school or at school-sponsored events is unlawful and is strictly prohibited. The Dracut Public Schools requires all employees and students to conduct themselves in an appropriate manner with respect to their fellow employees, students and all members of the school community.

### Definitions

For the purposes of this procedure:

- A. A “Complaint” is defined as an allegation that a student or employee has been discriminated against or harassed on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, disability, or religion.
- B. “Discrimination” means discrimination or harassment on the basis of race, age, color, national origin, sex, sexual orientation, gender identity, disability or religion that is excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the school.
- C. “Harassment” means unwelcome conduct on the basis of race, age, color, national origin, sex, sexual orientation, gender identity, disability or religion that is sufficiently severe, persistent or pervasive to create a hostile environment for the individual at school. Harassment may include insults, name-calling, off color jokes, threats, comments, innuendoes, notes, display of pictures or symbols, gestures, or other conduct which rises to the level of a hostile environment.
- D. “Sexual Harassment” means unwelcome, sexually offensive or gender-based conduct which is sufficiently severe, persistent or pervasive to create a hostile environment for the individual at school. Additionally, under M.G.L. c. 151C, § 1, the term “sexual harassment” may also include, but is not limited to, sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:— (i) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of the provision of the benefits, privileges or placement services or as a basis for the evaluation of academic achievement; or (ii) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s education by creating an intimidating, hostile, humiliating or sexually offensive educational environment.

When determining whether an environment is hostile, the school district examines the context, nature, frequency, and location of the sexual or gender-based incidents, as well as the identity, number and relationships of the persons involved. The school district must consider whether the alleged harassment was sufficient to have created such an environment for a reasonable person of the same age, gender, and experience as the alleged victim, and under similar circumstances.

#### Harassment and Retaliation Prohibited

Harassment in any form or for any reason is absolutely forbidden. This includes harassment by administrators, certified and support personnel, students, vendors and other individuals in school or at school related events. Retaliation against any individual who has brought harassment or other inappropriate behavior to the attention of school officials or who has cooperated in an investigation of a complaint under this policy is unlawful and will not be tolerated by the Dracut Public Schools.

Persons who engage in harassment or retaliation may be subject to disciplinary action, including, but not limited to reprimand, suspension, termination/expulsion or other sanctions as determined by the school administration and/or School Committee, subject to applicable procedural requirements.

#### How to make a complaint

- A. Any student or employee who believes that he/she has been discriminated against or harassed should report their concern promptly to the school principal. If the school principal receives the report, he or she will notify the Civil Rights Coordinator of the Complaint. Students or employees who are unsure whether discrimination or harassment has occurred are encouraged to discuss the situation with the school principal.
- B. District staff is expected to report possible incidents of discrimination or harassment of students and fellow employees immediately to the school principal. Parents and other adults are also encouraged to report any concerns about possible discrimination or harassment of students or employees which have allegedly occurred on school grounds, at school related events, or actions which occurred outside of school but possibly create a hostile environment for a student or employee while he/she is at school.

- C. Students and employees will not be retaliated against for making a Complaint. Any retaliation by students or school staff will result in disciplinary measures, up to and including expulsion or dismissal.

### Complaint Handling and Investigation

- A. The school principal shall promptly inform the relevant Civil Rights Coordinator and the person(s) who is the subject of the Complaint that a Complaint has been received.
- B. After notifying the appropriate Civil Rights Coordinator, the school principal or designee may pursue an informal resolution of the Complaint with the agreement of the parties involved. Informal resolution is optional, and the Complainant may elect to proceed according to the formal resolution procedure at any time prior to the completion of the informal resolution.
- C. Under the formal resolution procedure, the Complaint will be investigated by the school principal or other individual designated by the school principal or Civil Rights Coordinator, where appropriate. Any Complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any Complaint about the Superintendent should be submitted to the School Committee Chair, who will consult with legal counsel concerning handling the investigation of the Complaint.
  - 1. The formal investigation shall be conducted consistent with the following guidelines:
    - a. The Complainant shall have the opportunity to present witnesses and other relevant evidence to the investigator.
    - b. The person who is the subject of the Complaint will be provided with an opportunity to be heard as part of the investigation including the opportunity to provide relevant information and identify witnesses for the investigator's consideration.
    - c. The privacy rights of all parties to the Complaint shall be maintained in accordance with applicable state and federal laws.
    - d. The investigator will keep a written record of the investigation process.
    - e. The investigator may take interim remedial measures to reduce the risk of further discrimination or harassment while the investigation is pending.
  - 2. The investigator shall determine whether or not the evidence was sufficient, based on a preponderance of the evidence, to establish that the alleged victim has been subjected to harassment as defined above.

3. The investigator shall provide written notice of the outcome of the investigation to both the Complainant and in the individual who is the subject of the complaint whether or not the complaint allegation is substantiated.
  - a. The investigation and the notification of the outcome to the complainant and the subject of the complaint shall be completed within fifteen (15) school days of the date of the receipt of the Complaint.
  - b. The investigator may extend the investigation period beyond fifteen (15) school days because of extenuating circumstances, including but not limited to availability and cooperation of witnesses, complexity of the investigation, school vacation periods, and the involvement of law enforcement and other outside agency investigations. If the investigator extends the investigation, he or she will notify the Complainant of the extension.
  - c. If a complaint or report of discrimination or harassment is received after June 1 of a given school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the above-referenced time frame, but may extend the investigation period to account for the availability of witnesses during the summer vacation period. If the investigator extends the investigation, he or she will notify the Complainant of the extension and make reasonable efforts to interview the witnesses during the summer vacation period.
  - d. Nothing in this procedure will preclude the investigator, in his or her discretion, from completing the investigation sooner than the fifteen (15) school days described above.
- D. If the investigator determines that discrimination or harassment has occurred, he/she shall take steps to eliminate the discriminatory or harassing environment, which may include but is not limited to:
  1. Considering whether a disciplinary referral is appropriate as to the person(s) who engaged in discrimination or harassment, if any;
  2. Determining what steps are necessary to prevent recurrence of any discriminatory behavior, including but not limited to harassment, and to correct its discriminatory effects if appropriate; and
- E. If the Complainant or the student's parents/legal guardians are dissatisfied with the results of the investigation, an appeal may be made to the Civil Rights Coordinator within ten (10) school days after receiving notice of the outcome of the investigation. In the

appeal, the appellant should identify any specific alleged factual or legal errors and explain why the errors should result in a different conclusion. The Civil Rights Coordinator shall review the investigation and may conduct further investigation if deemed appropriate. Within five (5) school days of receipt of any such appeal, the Civil Rights Coordinator shall decide whether or not to reopen the investigation, uphold the principal or designee's determination, or reverse the principal or designees determination. The Civil Rights Coordinator shall provide written notification of that determination to both the Complainant and the accused. The Civil Rights Coordinator's decision shall be final, subject to further appeal to the Superintendent.

- F. If the employee or the student's parents or legal guardians are dissatisfied with the decision of the Civil Rights Coordinator, an appeal may be submitted to the Superintendent within seven (7) calendar days after receiving notice of the Civil Rights Coordinator's decision. The Superintendent will consider the appeal and respond to the appeal within ten (10) school days of receipt of the appeal. The Superintendent's decision shall be final.

The District's Civil Rights Coordinators are:

Richard Whitehead, Director of Student Services  
2063 Lakeview Avenue  
Dracut, MA 01826  
978-957-4649

or

Christina Battistelli, Vice Principal, Englesby Intermediate School  
1580 Lakeview Avenue  
Dracut, MA 01826  
978-957-9478

Students and employees are encouraged to utilize the District's Complaint Procedure. However, students and employees are hereby notified that they also have the right to report complaints to:

The United States Department of Education Office for  
Civil Rights

5 Post Office Square, 8<sup>th</sup> Floor Boston,  
Massachusetts 02110-1491  
Telephone: (617) 289-0111  
Fax: 617-289-0150  
TDD: 877-521-2172

or

Program Quality Assurance Services  
Massachusetts Department of Elementary and Secondary Education 75 Pleasant Street,  
Malden, MA 02148-4906  
Telephone: 781-338-3700 TTY: N.E.T.  
Relay: 1-800-439-2370  
FAX: 781-338-3710

**Adopted By School Committee: October 28, 2013**  
**CROSS REFERENCE: JICFBC**

*Dracut Public Schools*

## **PROFESSIONAL STAFF POSITIONS**

All professional staff positions in the school system will be created initially by the Dracut School Committee. It is the committee's intent to activate a sufficient number of positions to accomplish the school system's goals and objectives and to provide for the equitable staffing of each school building. The Superintendent shall exercise responsibility to organize, reorganize, and arrange the administrative and supervisory staff and teaching staff of the district.

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.

Adoption date: January 1996

SOURCE: MASC Policy

## **PROFESSIONAL STAFF SALARY SCHEDULES**

### Teachers

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

### Principals

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

### Administrators

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REF.: Teachers' Agreement

## **EMPLOYMENT OF PRINCIPALS**

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

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

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

SOURCE: MASC Policy

Adoption date: January 1996

## **PROFESSIONAL STAFF FAMILY AND MEDICAL LEAVE**

The Dracut Public Schools 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.

(Adoption date)

SOURCE: MASC Policy

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

## FAMILY AND MEDICAL LEAVE

### A. Leave without Pay

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

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

B. Types of Leave without Pay

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

- (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he 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 relicensures at reasonable intervals.
  - c. If the necessity for leave is foreseeable based on planned medical treatment, the employee--
    - (1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School System, subject to the approval of the employee's health care provider.
    - (2) shall give the employee's supervisor at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave without pay, except that if the date of treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
  - d. Failure to provide notice as mandated by c. above shall result in the denial of leave until the required notice period has passed.
  - e. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
  - f. Before the employee may resume work, the employee must present his or her supervisor with written licensure from the employee's health care provider that the employee is able to resume work.
2. Family Medical Leave without Pay: The Director may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

- a. Licensure:
- (1) The Director may require a licensure from the health care provider for the spouse, child, or parent, as the case may be, stating--
    - i. the date on which the health condition began,
    - ii. the probable duration of the condition,
    - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
    - iv. a statement that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
  - (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he 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 relicensures at reasonable intervals.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee--
- (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
  - (2) Shall give the employee's supervisor at least 30 days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.

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

### C. Special Rules

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

- c. If Parental or Family Medical leave without pay begins within three weeks before the end of an academic term the Principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
  - d. the extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension the additional time is nevertheless deemed FMLA leave.
2. Intermittent Leave and Reduced Leave Schedules:
- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position--
    - (1) which is offered by the Director,
    - (2) for which the employee is qualified,
    - (3) which has equivalent pay and benefits, and
    - (4) which better accommodates recurring periods of leave than the regular employment position of the employee.
  - b. If a teacher does not give the School Committee the required 30 days notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.
  - c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.
3. Benefits during Leave:
- a. While the employee is on leave, the School System shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
  - b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the School System shall, if possible, continue the benefits at the reduced rate permitted for the School System's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

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

(2) other circumstances beyond the control of the employee.

6. Prohibited Acts:

- a. No employee of the School System shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
- b. No employee of the School System shall discriminate against any individual for opposing any practice contrary to this policy.
- c. No employee of the School System shall discriminate against any individual for
  - (1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
  - (2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
  - (3) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

{ Adoption date }

Revised: November 1997

SOURCE: MASC 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.

## **DOMESTIC VIOLENCE LEAVE POLICY**

It shall be the policy of the Dracut Public Schools (the District) to permit an employee to take up to 15 days of domestic violence leave from work in any 12 month period. In order to be eligible for said leave:

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

Leave taken pursuant to this policy shall be unpaid and subject to leave provisions in the employee's collective bargaining agreement that may apply.

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 appropriate school principal or administrator within 3 workdays that the leave was taken. The notification may be communicated to the appropriate school principal or administrator by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, the District 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. The District 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 employee shall provide this documentation within a reasonable period after it is requested.

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

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

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

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

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

The Superintendent shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the District's policy manual. The Superintendent shall be responsible for notifying all current employees of this policy in a manner that he/she deems appropriate.

The District shall not 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. The District shall not discharge or in any other manner discriminate against an employee for exercising the employee's rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee's return from such leave, he/she shall be entitled to restoration to the employee's original job or to an equivalent position. Definitions of 'abuse', 'abusive behavior', 'domestic violence', 'employees' and 'family members' may be found in the laws referenced below.

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

**Adopted: Adopted by Dracut School Committee April 11, 2016**

## **PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

### Vacations

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

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

### Holidays

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

SOURCE: MASC Policy

Adoption date: January 1996

## **PROFESSIONAL STAFF HIRING**

Through its employment policies, the committee shall strive to attract, secure, and retain the highest qualified personnel for all professional and paraprofessional positions. The selection process will be based upon an awareness to candidates who will devote themselves to the education and welfare of the children attending the Dracut Public Schools.

It is the responsibility of the Superintendent, and of the persons to whom he/she delegates this responsibility, to determine the personnel needs of the school system and to locate suitable candidates. No position may be created, nor altered, without the fiscal sponsorship of the School Committee.

It shall be the responsibility of the Superintendent to see that persons considered for employment in the schools meet all the certification requirements and the requirements of the committee for the type of position for which the nomination is made.

The following guidelines are used in the selection of personnel:

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, national origin, disability, sexual orientation or residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.
3. Where all other considerations are equal, vacancies shall be offered to those candidates with the most extensive record of prior service toward the students of Dracut Public School System.
4. The Dracut Public Schools is an equal opportunity, affirmative action employer.
5. It shall be the policy of the Dracut Public School Committee that all professional positions be openly posted and advertised in a local/regional newspaper.

6. For administrative, professional and other administrative positions under the direct purview of the Superintendent, a final screening committee shall be established whenever practical and possible. Final determination shall be decided by the Superintendent of Schools.

The composition of such a screening committee shall be on a community-wide representative basis. The School Committee recommends that such a screening committee consist of various members of the professional staff, business community, parent/teacher organizations and the various School Councils. The screening committee shall assist in the interview, review and recommendation of potential candidates.

The Superintendent shall make the final determination as to all such candidates selected, but it is anticipated that the input of the screening committee will be a major factor in such final determination. For certain administrative positions of major importance, an open meeting of the School Committee could be an appropriate forum for public interviews of the finalists.

7. For building based personnel, the Principal shall be responsible, consistent with district personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school. For the hiring of building based professional staff, such as teachers, assistant Principals or counselors, the Principal shall follow the same procedures as prescribed for district wide positions, a screening committee will be established, unless an articulated emergency exists.

Legal Ref.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45; 71: 55B ; 71: 59B

Source: Dracut 4/9/2001

## **PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

### Part-Time Teachers

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

### Substitute Teachers

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

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

The Dracut 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.

SOURCE: MASC Policy

Adoption date: January 1996

## **PHILOSOPHY OF STAFF DEVELOPMENT**

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

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

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

The Superintendent 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.

Adoption date: January 1996

SOURCE: MASC Policy

**NOTE: Related policies in a school system's manual might include those on Fringe Benefits (if tuition refunds are included), Leaves and Absences (if these include leave for conferences and workshops, professional development, or sabbaticals). Cross references should be provided to such statements.**

## **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 school system. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the school system in another position for which 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

Adoption date: January 1996

SOURCE: MASC Policy

LEGAL REFS.: M.G.L. 71:38; 71:38G; 71:38H; 71:41; 71:42; 71:43 Dracut Collective Bargaining Agreement

## **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

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

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

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

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

{ Adoption date }

Revised: January 18, 1996

CONTRACT REF.: Teachers' Agreement

SOURCE: MASC Policy

## **PROFESSIONAL STAFF TIME SCHEDULES**

### Administrators

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

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

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

### Teachers

Generally, the working day for teachers will be determined by the hours established for students. Additional requirements shall be as determined by the collective bargaining agreement.

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

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

Adoption date: January 1996

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

CONTRACT REF.: Teachers' Contract

**SOURCE: MASC Policy**

## **EVALUATION OF PROFESSIONAL STAFF**

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

The evaluation process will include:

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

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

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

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

{ Adoption date }

Revised: January 18, 1996

CONTRACT REF.: Teachers' Agreement

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

SOURCE: MASC Policy

## **EVALUATION OF PROFESSIONAL STAFF**

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

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

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

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

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

Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education.

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

SOURCE: MASC Policy

## **EVALUATION OF PROFESSIONAL STAFF TEACHERS**

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

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

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

1. Extent and currency of knowledge and understanding of subject matter, the learning process, and general education.
2. Development and use of effective techniques for motivation and instruction.
3. Daily preparations as evidenced in thorough planning and preparation.
4. Quality of student-teacher relationships.
5. Classroom management.
6. Professional appearance and manner.

7. Personal development.
8. Effective guidance procedures and use of professional support personnel.
9. Quality of teacher-home-community relationships.
10. Loyalty to, and conscientious support of, all personnel, the objectives of the School Committee, and the philosophical principles of the school system.
11. Promotion of equity and appreciation of diversity.

{ Approval date }

Revised: January 18, 1996

SOURCE: MASC Policy

## EVALUATION OF TEACHERS AND ADMINISTRATORS

### Authority, Scope and Purpose:

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

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

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

### Definitions

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

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

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

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

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

**Superintendent:** shall mean the person employed by the School Committee pursuant to M.G.L. c. 71, & 59, or &59A. The Superintendent is responsible for the implementation of 603 CMR 35:00 S/he shall be evaluated by the School Committee pursuant to 603 CMR 35.00 and such other standards that may be established by the School Committee.

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

## Principles of Evaluation

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

### Performance Standards for Teachers and Administrators

- (1) School Committees shall establish performance standards for teachers upon the recommendation of the Superintendent and in accordance with the process described in M.G.L. c. 71 &38, including conducting a public hearing and engaging in collective bargaining and, if necessary, binding interest arbitration. All performance standards established for teachers shall be consistent with and meet the Principles of Effective Teaching adopted by the Board of Education.
- (2) School Committees shall establish performance standards for the evaluation of all administrators upon the recommendation of the Superintendent. Performance standards for those administrators who are subject to collective bargaining shall be developed in accordance with M.G.L. c. 150E. All performance standards established for administrators shall be consistent with and meet the Principles of Effective Administrative Leadership adopted by the Board of Education.

- (3) School Committees are encouraged to establish programs and standards, which provide for a rigorous and comprehensive evaluation process for teachers and administrators. The evaluation process may include the extent to which students assigned to teachers and administrators satisfy student academic standards or individual education plans, and the successful implementation of professional development plans, as provided in M.G.L. c. 69 &1B and c.71, &38.

{ Adoption date }

Revised: January 18, 1996

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

SOURCE: MASC Policy

## **REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

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

1. Teachers without professional teacher status generally will be terminated first if there is a qualified teacher with professional teacher status to fill the position.
2. Should all teachers in the areas subject to reduction be fully certified, the Superintendent will review the performance of teachers without professional teacher status and make recommendations for termination without prejudice.
3. Should a reduction in force include personnel with professional status, the process for determining termination will follow the language of the collective bargaining agreement in force at the time of the reduction.

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

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

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

{ Adoption date }

Revised: January 18, 1996

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

CONTRACT REF.: Collective Bargaining Agreements

SOURCE: MASC Policy

## **RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

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

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

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

## **RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

Annually 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.

{ Adoption date }

Revised: January 18, 1996

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

SOURCE: MASC Policy

CONTRACT REF.: Collective Bargaining Agreements, Individual Contracts

## **SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS**

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

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

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
  - a. Indicate whether the action the Superintendent is taking is dismissal or suspension.
  - b. State the reason for the suspension or dismissal.
  - c. Guarantee that all procedures will be in accord 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.

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

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.

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

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

Adoption date: January 1996

SOURCE: MASC Policy

## **SUPPORT STAFF POSITIONS**

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

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

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.

Adoption date: January 1996

SOURCE: MASC Policy

## **SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS**

In establishing salaries and salary schedules for support staff personnel, the Dracut 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 Dracut School Committee policy.

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

{ Adoption date }

Revised: January 18, 1996

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

CONTRACT REFS.: All Contracts

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

SOURCE: MASC Policy

## **SUPPORT STAFF SUPPLEMENTARY PAY PLANS**

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

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.

{ Adoption date }

Revised: January 18, 1996

CROSS REF.: GDB, Support Staff Contracts

SOURCE: MASC Policy

## **SUPPORT STAFF FRINGE BENEFITS**

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

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

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

CROSS REFS.: GBGB, Staff Personal Security and Safety  
CDB, Support Staff Contracts and Compensation Plans

CONTRACT REF.: All support staff contracts

## **SUPPORT STAFF LEAVES AND ABSENCES**

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

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

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

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REFS.: All support staff contracts

## **SUPPORT STAFF AND FAMILY MEDICAL LEAVE**

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

(Adoption date)

SOURCE: MASC Policy

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

## **SUPPORT STAFF VACATIONS AND HOLIDAYS**

### Holidays

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

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

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

### Vacations

All support staff shall receive vacation in accordance with the appropriate collective bargaining agreement.

{ Adoption date }

Revised: January 18, 1996

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

SOURCE: MASC Policy

CONTRACT REF.: All support staff contracts

## **SUPPORT STAFF RECRUITING/POSTING OF VACANCIES**

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

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

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

SOURCE: MASC Policy

Adoption date: January 1996

## **SUPPORT STAFF HIRING**

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

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

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

## **SUPPORT STAFF PROBATION**

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

SOURCE: MASC Policy

{ Adoption date }

## **SUPPORT STAFF ASSIGNMENTS AND TRANSFERS**

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

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

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

Revised: January 18, 1996

{ Adoption date }

SOURCE: MASC Policy

CONTRACT REFS.: All Support Staff Contracts

## **SUPPORT STAFF TIME SCHEDULES**

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

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

SOURCE: MASC Policy

CONTRACT REFS.: All Support Staff Contracts

Adoption date: January 1996

## **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 work loads, and established wage and salary policies that encourage employees to put forth their best efforts. The evaluation of employee achievements and the provision of a good atmosphere in which are some of the major duties of the committee.

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

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

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

{ Adoption date }

Revised: January 18, 1996

SOURCE: MASC Policy

CONTRACT REF.: All support staff agreements

## **SUPPORT STAFF PROMOTIONS**

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

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with his/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.

SOURCE: MASC Policy

Adoption date: January 1996

## **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.

Adoption date: January 1996

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

**SOURCE:** MASC Policy

## **SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS**

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

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

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

Adoption date: January 1996

SOURCE: MASC Policy