

PERSONNEL POLICIES GOALS

The District's specific personnel goals are:

1. To develop and implement 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 District's learning programs.
2. To provide professional development that contributes to enhancing the skill and knowledge of all staff.
3. To support a team approach to education that is collaborative and inclusive of all staff.
4. To develop and implement a process for staff evaluation that contributes to the progression of the educator as both teacher and student.

Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems.

To achieve the above, the Superintendent is directed to establish the procedures needed.

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

EQUAL EMPLOYMENT OPPORTUNITY

The School Committee subscribes to the principle of the dignity of all people and of their labors and will take action to ensure that individuals within the district responsible for hiring and/or personnel supervision understand that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, national origin or sexual orientation. Every opportunity will be made to assure that each applicant is selected solely on the basis of qualifications, merit and experience.

ADOPTED: MARCH, 2008

LEGAL REF.: 603 CMR 26:08

CROSS REF.: AC, Nondiscrimination

SOURCE: SOUTHBRIDGE

SEXUAL HARASSMENT AND POLICY PROCEDURES

In compliance with federal law and the laws of the Commonwealth of Massachusetts, it is the policy of the Southbridge School Committee to provide an educational and work environment free of sexual advances, requests for sexual favors and other verbal or physical conduct or communications constituting sexual harassment as defined by this policy and law.

It will be a violation of this policy for any student to sexually harass another student or any employee or volunteer or other person connected with the School District through conduct or communication of a sexual nature as defined by this policy. Retaliation against a student or employee for filing a complaint of sexual harassment or for assisting in an investigation of sexual harassment is also against the policy of the School Committee. Any student or employee who knowingly violates this policy will be subject to disciplinary action up to and including student suspension, and/or expulsion and employee suspension and/or termination.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of the advances, requests, or conduct is made, either explicitly or implicitly, a term or condition of the provision of educational benefits, privileges or placement services or is used as a basis for evaluation of a student's academic achievement; or employee performance.
2. The conduct or communication has the purpose or effect of substantially or unreasonably interfering with a student's education or an employee's work, by creating an intimidating, hostile, humiliating or sexually offensive educational work environment.

Sexual harassment may include, but not limited to, unwelcome flirtation, sexual advances, propositions, continual or repeated verbal abuse of a sexual nature, use of sexually degrading words and the display in the workplace or school of sexually suggestive pictures. The Equal Opportunity Employment commission defines sexual harassment as any act influencing, offering influence, or threatening the career, pay or job of another person in exchange for sexual favors. Any conduct which interferes with an individual's work performance or creates an intimidating, hostile, or offensive working or learning environment, including repeated or deliberate unsolicited verbal comments, gestures or physical contacts of a sexual nature which are unwelcome, constitute acts of sexual harassment.

Any person who believes he or she has been the victim of sexual harassment should report the alleged sexual harassment as soon as possible.

The person may file a report or complaint with any teacher, nurse, guidance counselor, or school administrator, who must convey the report to the Vice Principal/Building Principal or Superintendent. Upon receipt of a report or complaint, the Vice Principal/ Building or Superintendent will conduct an investigation into the facts surrounding the alleged incident and attempt to resolve the incident. The investigation may consist of personal interviews with the person who filed the complaint, the individual (s) against whom the complaint is filed, and others who may have knowledge of the student's or employee's complaint or the circumstances.

In addition, the Vice Principal/Building Principal or Superintendent may take immediate steps to protect the person who complained, other students, employees or others while the investigation of alleged sexual harassment is going on.

If the Vice Principal/Building Principal or Superintendent is unable to reach a resolution with the parties involved, a written report will be forwarded to the Superintendent. If the complaint involves the Building Principal, the complaint should be filed directly to the Superintendent or taken to the Superintendent by the staff member receiving it. If the Superintendent is the subject of the complaint, the report must be submitted to the Chairman of the School Committee.

1. Any staff member receiving a complaint of sexual harassment must report it immediately. Failure of the any other staff member, including a Vice Principal/Principal or Superintendent, to take action on a sexual harassment complaint as provided in this policy will result in disciplinary action.
2. Submission of a report or complaint of sexual harassment will not affect the person's future grades, or work assignments. A person who provides accurate information during an investigation of a sexual harassment complaint made by another person will also be protected from retaliation. However, submission of a complaint or information which is known by the person submitting it to be false may result in disciplinary action.
3. The School District will respect the confidentiality of the person and the individual(s) against whom the complaint if filed a much as possible, but the need for confidentiality must be balanced with the need to investigate allegations of sexual harassment thoroughly and take disciplinary action when the conduct has occurred.
4. If a complaint is not substantiated by the investigation, the person who complained and the person against whom the complaint was made will be notified by the Vice Principal/Building Principal or Superintendent and the complaint will be dismissed. If a complaint is found to be valid, it will be reported to the Superintendent.

A substantiated charge against a person will subject that person to disciplinary action, which may be a warning suspension or expulsion, depending upon the Principal's judgment. The discipline will be consistent with the Student Discipline Code. A student can also be disciplined for knowingly filing a false complaint or knowingly providing inaccurate information. A substantiated charge that a staff member, volunteer or other adult connected with the School District has sexually harassed a person will result in disciplinary action against the adult where possible and other appropriate action where disciplinary action is not possible.

5. The result of the investigation of each complaint filed under these procedures will be reported in writing to the parties involved. The report will state whether any disciplinary action has been taken as a result of the complaint, but will not describe the discipline.

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

CROSS REF.: ACAB, Sexual Harassment
JBA, Student-to-Student Harassment

SCHOOL COMMITTEE-STAFF COMMUNICATIONS

Staff Communications to the School Committee

All communications or reports to the Committee or any of its subcommittees from principals, supervisors, teachers, or other staff members will be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the Committee, except those matters that are outside the Committee's legal authority, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Committee's policy on complaints and grievances

School Committee Communications to Staff

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

Visits to Schools

Individual School Committee members interested in visiting schools or classrooms will inform the Superintendent of such visits and make arrangements for visitations through the principals of the various schools. Official visits by Committee members will be carried on only under Committee authorization.

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

STAFF ETHICS / CONFLICT OF INTEREST

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.

ADOPTED: MARCH, 2008

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

SOURCE: SOUTHBRIDGE

STAFF CONDUCT

All staff members have a responsibility to 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 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.

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 at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

ADOPTED: MARCH, 2008

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

SOURCE: MASC

STAFF DRESS POLICY

All staff should dress in a manner that reflects professionalism. Teachers and other staff are models for all students in the school and, therefore, they have a responsibility to model appropriate dress. Clothing must be professional attire, not causal weekend wear. The building Principal will make the final determination for appropriate dress in his/her building.

ADOPTED: APRIL, 2008

SOURCE: SOUTHBRIDGE

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

The acceptance of personal gifts by school personnel from school suppliers, from parents and/or students can be subject to misinterpretation and a source of embarrassment to the school system and all persons involved. When families, students, or others wish to express personal appreciation to a teacher or other staff member, the School Committee urges them to find modes of expression that do not involve personal gifts, such as a letter of appreciation.

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

Solicitations

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

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

ADOPTED: MARCH, 2008

CROSS REFS.: KHA, Public Solicitations in the Schools
 KHB, Advertising in the Schools

SOURCE: SOUTHBRIDGE

DRUG-FREE WORKPLACE POLICY

The school district will provide a drug-free workplace and certifies that it will:

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

ADOPTED: MARCH, 2008

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

CROSS REF.: JICH, Drug and Alcohol Use by Students

SOURCE: MASC

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.

ADOPTED: MARCH, 2008

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

CROSS REF: ADC, Smoking on School Premises
JICG, Smoking by Students

SOURCE: MASC

USE AND POSSESSION OF MOBILE COMMUNICATION DEVICES

No student will be allowed to activate/use a mobile communication device on school property during the normal school day, except in the case of an emergency regarding student, staff, or school safety.

If a mobile communication device is activated/used on school property during the normal school day, the device will be confiscated and parents will be notified.

SCHOOL STAFF:

Staff can only use Mobile Communication Devices for school-related business or in the case of an emergency regarding students, staff, or school safety.

ADOPTED: MARCH, 2009

REF.: School Handbooks

SOURCE: SOUTHBRIDGE

STAFF PERSONAL HEALTH AND SAFETY

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 MAY POSE a hazard to children or others in the school system or when a doctor's certificate is needed to verify need for sick leave.

ADOPTED: MARCH, 2008

SOURCE: MASC

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

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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 work day; or use any time during the working day for campaigning purposes. Under no circumstances will students be pressured into campaigning for any staff member.

ADOPTED: MARCH, 2008

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

SOURCE: SOUTHBRIDGE

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 maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are 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 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 individual 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.

ADOPTED: MARCH, 2008

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
The Negotiated Agreement

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

SOURCE: SOUTHBRIDGE

PUBLICATION OF EMPLOYEE AND STUDENT IMAGE POLICY

Use of employee and student photo and voices images for any school-related purpose will be done only with written consent from:

1. the employee
2. a student's parent/guardian
3. a student over 18 years of age

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

CHILD IMAGE AND VOICE RELEASE FORM

I certify that I am the parent and or legal guardian of _____,
PRINT CHILD'S NAME

a minor under the age of eighteen (18) years of age. I hereby consent to the use of any photo, video, audio, or other electronic image of my child may be used for publication in local media (newspapers and radio), on the school website or any electronic media of the Southbridge Public Schools.

SIGNATURE: _____
PARENT OR GUARDIAN

DATE: _____

SCHOOL AND GRADE: _____

ADOPTION: MARCH, 2009

SOURCE: SOUTHBRIDGE

EMPLOYEE IMAGE RELEASE FORM

I _____ hereby assign all rights and release from liability
PRINT YOUR NAME
the Southbridge Public Schools and their agents from the recording, reproducing, and exhibition of my visual image and voice for publication in local media (newspapers and radio), on school websites, or any electronic media of the Southbridge Public Schools.

SIGNATURE OF EMPLOYEE: _____

DATE OF SIGNATURE: _____

POSITION OF EMPLOYMENT: _____

SCHOOL/SCHOOLS: _____

ADOPTION: MARCH, 2009

SOURCE: SOUTHBRIDGE

STAFF COMPLAINTS AND GRIEVANCES

The administration will develop effective means of (1) resolving differences that may arise among employees and between employees and administrators (1) reducing potential areas of grievances and (3) establishing and maintaining recognized channels of communication between the staff, administration, and School Committee.

Grievance procedures will 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. Teachers and other school employees may appeal a ruling of a Principal or other administrator to the Superintendent.
2. 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.

The Educational Reform Act of 1993 dictates that not all issues be brought before the School Committee. In some instances the authority rests with the Superintendent, while in others, the School Committee is the final arbitrator. In general, matters of discipline, instruction and personnel are the purview of the Superintendent and matters of policy are the purview of the School Committee.

ADOPTED: MARCH, 2008

LEGAL REFS.: M.G.L. 150E:5 and ; Educational Reform Act of 1993

CONTRACT REFS.: The Negotiated Agreements

SOURCE: SOUTHBRIDGE

PROFESSIONAL STAFF POSITIONS

All professional staff positions in the school system will be created initially by the School Committee to support a budget that provides sufficient number of positions to accomplish the school system's goals and objectives. Although such positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

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

ADOPTED: MARCH, 2008

SOURCE: MASC

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. The survey will include the effective date of the specified salary.

ADOPTED: MARCH, 2008

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

CONTRACT REF.: Collective Bargaining Agreements

SOURCE: SOUTHBRIDGE

EMPLOYMENT OF PRINCIPALS

Principals will be employed by the Southbridge Public Schools under individual contracts of employment. Said contracts will be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The established compensation/ benefit levels 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 for three year terms 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 year's contract of employment.

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

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

When supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

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

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

ADOPTED: MARCH, 2008

CONTRACT REFS.: Collective Bargaining Agreement

SOURCE: MASC

PROFESSIONAL STAFF FAMILY AND MEDICAL LEAVE

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

ADOPTED: MARCH, 2008

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

SOURCE: MASC

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 Superintendent 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. "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 Superintendent.
- 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 Superintendent 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 Superintendent 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 Superintendent 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 Superintendent'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 Superintendent 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 Superintendent may require an employee on medical leave without pay to provide re-licensures at reasonable intervals.
 - c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the 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 Superintendent may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

a. Licensure:

- (1) The Superintendent 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 Superintendent 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 Superintendent'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 Superintendent 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 Superintendent may require an employee on medical leave without pay to provide re-licensures at reasonable intervals.

b. If the necessity for leave is foreseeable based on planned medical treatment, the employee--

- (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
- (2) Shall give the employee's supervisor at least 30 days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.

- c. Failure to provide notice as mandated by b. above shall result in the denial of leave until the required notice period has passed.
 - d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
- a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least 30 days' notice before the date the leave is to begin. If the date of the birth or replacement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.
 - b. Failure to provide notice as mandated by a. above shall result in the denial of leave until the required notice period has passed.
 - c. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Superintendent 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 Superintendent may require the employee to transfer temporarily to an available alternate position--
 - (1) Which is offered by the Superintendent,
 - (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 Superintendent may deny restoration to salaried employees who are among the highest paid 10 percent of the School System's employees, if
 - (1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the School System,
 - (2) The Superintendent 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.

ADOPTED: MARCH, 2008

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.

SOURCE: SOUTHBRIDGE

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.

ADOPTED: MARCH, 2008

CONTRACT REFS.: Collective Bargaining Agreements

SOURCE: MASC

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

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

Any current employee may apply for any position for which he or she has licensure and meets other stated requirements.

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications. The location of each posting site will be determined within the respective Collective Bargaining Agreement.

ADOPTED: MARCH, 2008

CONTRACT REFS.: Collective Bargaining Agreements

SOURCE: MASC

PROFESSIONAL STAFF HIRING

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

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

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

1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, national origin, disability, sexual orientation or place of residence.
2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.

ADOPTED: MARCH, 2008

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45
Massachusetts Board of Education Requirements for Licensure of Teachers,
Principals, Supervisors, Directors, Superintendents and Assistant Superintendents
in the Public Schools of the Commonwealth of Massachusetts, revised 1994
603 CMR 7:00 and 44:00

SOURCE: MASC

PERMANENT/SUBSTITUTE TEACHERS

1. Substitute teachers (on-call) employed by the Southbridge Public School System will have a minimum of a Bachelor's degree.

Permanent substitutes will have a minimum of a Bachelor's degree; teacher certification is preferred. (See attached "Conditions of Employment for Permanent Substitutes")..
2. All substitute teachers will be approved by the Superintendent of Schools. Principals will obtain their substitute teachers from the approved lists only. In no case will teachers appoint substitutes.
3. Rate of pay:
 - a. Substitute teachers (on-call) must have a minimum of a Bachelor's Degree and will be paid a rate of \$90 per day. This pay may change from time to time as determined by the School Committee.
 - b. Permanent substitutes must have a minimum of a Bachelor's Degree and be licensed to teach in Massachusetts. They will be paid a rate of \$115 per day, five days per week when school is in session. This pay may change from time to time as determined by the School Committee.
 - c. Three Permanent substitutes will be employed in each of the secondary buildings and two Permanent substitutes will be employed in each of the elementary schools.

ADOPTED: MARCH, 2008

SOURCE: SOUTHBRIDGE

PHILOSOPHY OF PROFESSIONAL DEVELOPMENT

The School Committee will provide all staff members with professional opportunities to increase their skills and knowledge in the area of the teaching assignment.

Opportunities for professional growth are provided in a number of settings, including:

1. Planned in-service programs and workshops offered within the school system by the Curriculum staff to address the school district's goals and objectives.
2. Active members of the current curriculum revision committee to write learning expectations for state standards in revising specific curriculum content areas identified by the Massachusetts Department of Education
3. Released time to visit to other classrooms and schools and to attend state conventions for English, Reading, Science and Mathematics, 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. Proof of attendance and fulfillment of any requirement will be required.

ADOPTED: MARCH, 2008

CONTRACT REFS.: Collective Bargaining Agreements

SOURCE: SOUTHBRIDGE

PROFESSIONAL TEACHER STATUS

Teachers who have served in the school district for three complete consecutive years will automatically receive 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.

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.

Established by law.

ADOPTED: MARCH, 2008

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

SOURCE: SOUTHBRIDGE