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File: GA - 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

File: GBA - EQUAL EMPLOYMENT OPPORTUNITY

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

SOURCE: MASC March 2018

LEGAL REF.: M.G.L. [151B:4](#);

BESE Regulations 603 CMR [26:00](#)

CROSS REF.: [AC](#), Nondiscrimination

File: GBD (also BHC) - SCHOOL COMMITTEE-STAFF COMMUNICATIONS

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

Staff Communications to the School Committee

All communications or reports to the Committee or any of its subcommittees from 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 from administrative decisions on important matters, **except those matters that are outside the Committee's legal authority**, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Committee's policy on complaints and grievances. Staff members are also reminded that Committee meetings are public meetings. As such, they provide an excellent opportunity to observe first hand the Committee's deliberations on problems of staff concern.

School Committee Communications to Staff

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

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. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Committee members will be carried on only under Committee authorization.

File: GBEA - STAFF ETHICS / CONFLICT OF INTEREST

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

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

Employees will not engage in 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 them.

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

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

SOURCE: MASC September 2016

LEGAL REFS.: M.G.L. [71:52](#); [268A:1](#) et seq.

File: GBEB - STAFF CONDUCT

All staff members have a responsibility to familiarize themselves with and abide by the laws and regulations of the State as these affect their work, the policies of the School Committee, and the procedures 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 district 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 procedures 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 district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

SOURCE: MASC September 2016

LEGAL REFS.: M.G.L. [71:37H](#); [264:11](#); [264:14](#)

File: GBEBC - 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.

In keeping with this policy, no employee of the School Committee will accept a personal gift from a business concern supplying, or with an interest in supplying, goods, materials, equipment, or services to the school system. This restriction does not relate to the acceptance of gifts for the school system, nor to the acceptance of small and clearly identifiable advertising and promotional materials.

Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time must be held at a minimum. Therefore, no solicitations of funds for charitable purposes will be made among staff members except with specific School Committee approval. Whenever such solicitations are made, no pressure will be exerted to obtain contributions even though the drive is one that the School Committee has specifically approved.

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

File: GBEC - DRUG-FREE WORKPLACE POLICY

The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Gateway Regional School District. Violation of such prohibition can lead to dismissal.

1. An ongoing drug-free awareness program is established to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Gateway Regional School District's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. As a condition of continuing employment on a grant, employees will:
 - Abide by the terms of this policy; and
 - Notify the Gateway Regional School District in writing of any criminal drug statute conviction for (a violation occurring in the workplace (e.g., Gateway Regional School District) no later than five calendar days after such conviction.
3. The Gateway Regional School District will notify the agency granting funds to the Gateway Regional School District, in writing, within ten calendar days after receiving notice under sub-paragraph (2) from an employee or otherwise receiving actual notice of such conviction.
4. The Gateway Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph (3), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency.
5. Each employee engaged in the performance of a grant is given a copy of this policy annually.

File: GBEC

This is to certify that I have received and read the Drug-Free Workplace Policy adopted by the Gateway Regional School District. I understand that this acknowledgement and agreement are required as a condition of continued employment.

Name of Employee

Date

REFS.: The Drug-Free Workplace Act of 1988

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

File: GBEC-E - EMPLOYEE CONVICTION/DISPOSITION REPORT

BY LAW, THIS REPORT MUST BE FILED WITH THE SUPERINTENDENT OF SCHOOLS NO LATER THAN FIVE DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION WHICH DOES NOT RESULT IN AN ACQUITTAL) OF VIOLATING A CRIMINAL DRUG STATUTE ARISING FROM WORKPLACE CONDUCT. FAILURE TO SO REPORT TO THE SUPERINTENDENT WITHIN FIVE DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

EMPLOYEE NAME: _____

SCHOOL: _____

POSITION: _____ DATE HIRED: _____

I hereby report that I was convicted of, pled guilty to, nolo contendere to, or any other disposition which does not result in an acquittal to the following violation of a criminal drug statute arising from workplace conduct. (Describe violation, when and where it happened):

This conviction/disposition was entered in the following court at the date shown.

COURT: _____ DATE: _____

TODAY'S DATE: _____

I understand that within thirty (30) days of today's date, the Gateway Regional School District must either discipline me, including the possibility of terminating me, or refer me for participation in an authorized drug abuse assistance or rehabilitation program. If referred, and accepted by me, I must satisfactorily take part in the program to continue my employment in the Regional School District.

_____DISCIPLINARY ACTION _____DRUG ABUSE ASSISTANCE OR
REHABILITATION PROGRAM

SIGNATURE: _____ DATE: _____

File: GBED - TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS

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

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

SOURCE: MASC September 2016

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

CROSS REFS.: [ADC](#), Tobacco Products on School Premises Prohibited

[JICH](#), Alcohol, Tobacco and Drug Use by Students Prohibited

File: GBGB - 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. Physical examinations will also be required of all employees 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 district whenever that employee's health appears to be a hazard to children or others in the school district or when a doctor's certificate is legally required to verify need for sick leave.

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

SOURCE: MASC September 2016

LEGAL REFS.: M.G.L. [71:54](#); [71:55B](#); [71:55C](#)

CROSS REFS.: [EB](#), Safety Program

File: GBGE - DOMESTIC VIOLENCE LEAVE POLICY

It shall be the policy of the school district to permit an employee to take up to 15 days of domestic violence leave from work in any 12-month period. In order to be eligible for said leave:

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

The employer shall have the sole discretion to determine whether this leave shall be paid or unpaid. An employee seeking such leave shall exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking domestic violence leave, unless the employer waives this requirement.

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave shall be required. If such imminent danger exists, the employee shall notify the employer within 3 workdays that the leave was taken. The notification may be communicated to the employer by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within a reasonable period after the employer requests it.

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

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;
- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;
- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt; or has been convicted 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
- (v) necessary to protect the safety of the employee or others employed at the workplace.

The Superintendent shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the district's employee handbooks, by whatever title they may be known, or by direct notice about the Domestic Violence Law and securing the employees signature acknowledging receipt of the handbook/notice. The Superintendent

shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner that they deem appropriate.

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge 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, they 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.

SOURCE: MASC October 2014

LEGAL REF.:: M.G.L. [149:52E](#); Section 10

Chapter 260 of the Acts of 2014

File: GBGF - 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, procedures setting forth the rights and procedures granted by the Act, and shall ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.

SOURCE: MASC September 2016

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

File: GBGF-E - 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 workweeks 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:
 - (a) The date on which the health condition began,
 - (b) The probable duration of the condition,
 - (c) The appropriate medical facts within the health care provider's knowledge regarding the condition,
 - (d) 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:
 - (a) The date on which the health condition began,
 - (b) The probable duration of the condition,
 - (c) The appropriate medical facts within the health care provider's knowledge regarding the condition,
 - (d) 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 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.
 - 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.

File: GBGF-E

- 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.

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

File: GBI - STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

SOURCE: MASC September 2016

LEGAL REF.: M.G.L. [55](#); [71:44](#)

File: GBJ - 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, payroll deductions, evaluations, and any other pertinent information.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of his/her own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.

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

CONTRACT REF.: All Agreements

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

File: GBJAA - CRIMINAL AND SEXUAL OFFENDER RECORD INFORMATION

The following statement of policy applies to requests for and dissemination of information obtained from the Commonwealth of Massachusetts Criminal History Systems Board, and Sexual Offender Registry Board, in conjunction with the Gateway Regional School Committee's grant of access to Criminal Offender Record Information, pursuant to **M.G.L.,c. 6 s.172(c) and Section 95 of Chapter 71 of the Acts of 1993 and c.239 of the Acts of 1996.**

Criminal Offender Record Information and Sexual Offender Registry Board Information shall be defined as records and data obtained from the Criminal History Systems Board and Sexual Offender Registry Board pursuant to a valid written request on the appropriate form by the Superintendent of Schools which concerns an identifiable individual and relates to the nature or disposition of a criminal charge.

Recognizing the confidential and sensitive nature of the information involved, only the Superintendent of Schools shall have access to such data and only to the extent such information is needed for the performance of his/her duties, as follows: For the purpose of considering and making decisions regarding otherwise qualified applicants for employment and in considering and making decisions for retention of current employees. The Superintendent shall request data only regarding individuals who perform or are applicants for positions which have opportunity for unsupervised contact with children.

Request for data will be made on the appropriate form in writing to the Criminal History Systems Board or Chief of Police. Any prospective employee will be required to sign a form (see attached) acknowledging request of such information and will be advised in advance that a record check will be done.

Any current employee will be required to sign a form (see attached) acknowledging request of such information; if, in the judgment of the Superintendent, reasonable grounds exist, and will be advised in advance that a record check is being done.

Any such information gained will be treated in a confidential manner and retained in secured files with access only by the Superintendent of Schools and his/her confidential secretary.

For the purpose of securing CORI or Sexual Offender information regarding a prospective employee, such information will be sought only after it has been determined that the applicant is otherwise qualified to do the job and will be the recommended candidate for the position. CORI or Sexual Offender information will operate to disqualify only those candidates where a connection between the conviction of a criminal offense and position applied for can be reasonably established.

File: GBK - STAFF COMPLAINTS AND GRIEVANCES

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

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

Channels established will provide for the following:

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

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

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

CONTRACT REFS.: All Contract Agreements

File: GCA - PROFESSIONAL STAFF POSITIONS

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

File: GCBA - 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 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 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.

LEGAL REFS.: M.G.L. 71:40; 71:42B, 71:43

CONTRACT REF.: Teachers' Agreement

SOURCE: MASC September 2016

File: GCBB - EMPLOYMENT OF PRINCIPALS

Principals shall be employed by the Gateway Regional School District under individual contracts of employment. Said contracts shall be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the principal.

The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee.

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

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

As a condition of employment, each principal must maintain current certification, adhere to the policies and goals of the 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 September 2016

LEGAL REF: MGL [71:41](#); [71:59B](#)

File: GCBC - PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation.

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

A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. Upon termination of the assignment, the supplementary pay will cease.

LEGAL REF.: Collective Bargaining Agreement

File: GCE - PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

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

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

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current employee may apply for any position for which he or she has certification 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.

SOURCE: MASC September 2016

LEGAL REFS.: Collective Bargaining Agreements

File: GCF - PROFESSIONAL STAFF HIRING

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

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

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

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

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

SOURCE: MASC March 2018

LEGAL REFS.: M.G.L. [69:6](#); [71:38](#); [71:38G](#); [71:39](#); [71:45](#)

Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994

BESE Regulations 603 CMR [7:00](#), [26:00](#), and [44:00](#)

File: GCG - 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 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.

File: GCG-E - SUBSTITUTE EMPLOYMENT

Effective July 1, 2017

Compensation of Substitute Teachers

A substitute teacher assigned to replace a teacher will be paid as follows:

Non-Certified Substitutes: \$65.00 per day

\$75.00 per day (with Gateway training certification)

In the event that certified substitute teachers are unavailable, non-certified personnel may be hired on a temporary basis at a rate specified above per day.

***Certified Substitutes:** \$70.00 per day

\$80.00 per day (with Gateway training certification)

Retired Gateway Teacher Substitutes: \$75.00

\$85.00 per day (with Gateway training certification)

Nursing Substitutes: \$100 per day

*Certified = Has met Massachusetts Department of Education guidelines and has current certification

Support Staff Substitute Rates

Paraprofessional - \$12.00 per hour

Custodian - \$15.00 per hour

Secretary - \$15.00 per hour

Food Service - \$12.00 per hour

Long-Term Teacher Substitutes

If it is known in advance that the teacher will be absent for thirty-one (31) consecutive days or more in the same position, then the long-term substitute will receive compensation based on Bachelor's, Step 1 of the teachers' salary schedule, and will be entitled to the benefit entitlements as listed below as regular teachers prorated for the period of time that the substitute teacher will be in the position. Depending on individual circumstances, the thirty-one (31) day requirement may be waived with the approval of the Superintendent of Schools. A teacher designated as a long-term substitute does not have a guarantee of employment for any specific period of time.

Gateway Training Certification – Requires substitutes to attend 6.5 hours per year of training provided by Gateway Regional School District.

BENEFIT ENTITLEMENTS FOR LONG-TERM SUBSTITUTES

One (1) sick day after each month of employment.

Health Insurance after sixty-one 61 days of service.

Adopted: October 15, 1975

Revised: August 8, 1984

Revised: November 12, 1997

Revised: August 30, 1999

Revised: August 24, 2005

Revised: September 27, 2006

Revised: February 8, 2017

Gateway Regional School District

File: GCIA - PHILOSOPHY OF STAFF DEVELOPMENT

All staff members will be encouraged to participate in and be 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.

File: GCJ - PROFESSIONAL TEACHER STATUS

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

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

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

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

Established by law and Committee policy

SOURCE: MASC September 2016

LEGAL REFS.: M.G.L. [71:38](#); [71:38G](#); [71:38H](#); [71:41](#); [71:42B](#); [71:42](#); [71:43](#)

File: GCK - 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.

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.

CONTRACT REF.: Teachers' Agreement

File: GCL - 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 work days 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

Refer to the Gateway Regional School District Teacher's Contract.

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

CONTRACT REF.: Teachers' Contract

File: GCO - 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 inservice 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 chairman (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

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

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

CONTRACT REF.: Teachers' Agreement

File: GCO-R-1 - 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.

File: GCO-R-2 - EVALUATION OF PROFESSIONAL STAFF TEACHERS

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

1. Evaluations may be initiated by the Superintendent, the Assistant Superintendents, Principals, Assistant Principals, and department heads or coordinators. These personnel will have the privilege of observing a teacher at any time.
2. The evaluation instruments will be the Teacher Evaluation Criteria booklet and the Evaluation 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.

LEGAL REFS.: Collective Bargaining Agreement

Authority, Scope and Purpose:

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

1. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
2. 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.

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

File: GCQA - REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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

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

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

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

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

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

CONTRACT REF.: Collective Bargaining Agreements

File: GCQD - 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.

File: GCQE - RETIREMENT OF PROFESSIONAL STAFF MEMBERS

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

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

CONTRACT REF.: Teachers Contract

File: GCQF - 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.

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

File: GCRD - 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.

File: GDA - 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, only the Committee may abolish a position it has created.

File: GDB - SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing salaries and salary schedules for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the School Department.

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

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

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

CONTRACT REFS.: All Contracts

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

File: GDBC - SUPPORT STAFF SUPPLEMENTARY PAY PLANS

Note: Refer to School Committee agreements with:

*The Gateway District Educational Secretaries Association
Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State
Council 41
The Association of Pastry Cooks, Cooks, and Cafeteria Workers*

File: GDC - 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 by the Superintendent, along with his/her recommendation, to the School Committee for its action.

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.

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

CONTRACT REFS.: All support staff contracts

File: GDCC - SUPPORT STAFF FAMILY AND MEDICAL LEAVE

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

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

File: GDD - SUPPORT STAFF VACATIONS AND HOLIDAYS

Note: Refer to School Committee agreements with:

*The Gateway District Educational Secretaries Association
Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State
Council 41
The Association of Pastry Cooks, Cooks, and Cafeteria Workers*

File: GDE - SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

The 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.

Note: Refer to School Committee agreements with:

The Gateway District Educational Secretaries Association

Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State Council 41

The Association of Pastry Cooks, Cooks, and Cafeteria Workers

File: GDF - 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.

NOTE: Refer to School Committee agreements with:

*Local #204, American Federation of State, County and Municipal Employees, AFL-CIO,
State Council 41*

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

File: GDI - SUPPORT STAFF PROBATION

Each support staff employee will serve a probationary period in any position for which he/she is newly hired or in any new classification to which he/she is transferred or promoted consistent with the terms of the collective bargaining agreement covering his/her position or his/her contract of employment with the School District. 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.

File: GDI-1 - SUPPORT STAFF SENIORITY

Note: Refer to School Committee agreements with:

Note: Refer to School Committee agreements with:

The Gateway District Educational Secretaries Association

Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State Council 41

The Association of Pastry Cooks, Cooks, and Cafeteria Workers

File: GDJ - 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.

CONTRACT REFS.: All Support Staff

File: GDK - 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.

Note: Refer to School Committee agreements with:

The Gateway District Educational Secretaries Association

Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State Council 41

The Association of Pastry Cooks, Cooks, and Cafeteria Workers

File: GDO - 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 to work 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.

CONTRACT REF.: All support staff agreements

File: GDQC - RETIREMENT OF SUPPORT STAFF MEMBERS

Note: Refer to School Committee agreements with:

*The Gateway District Educational Secretaries Association
Local #204, American Federation of State, County and Municipal Employees, AFL-CIO, State
Council 41
The Association of Pastry Cooks, Cooks, and Cafeteria Workers*

File: GDP/GDQD - PROMOTION, SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

When support staff vacancies are to be filled, preference will 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.

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.

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