

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SEXUAL HARASSMENT POLICY/COMPLAINT PROCEDURE FOR EMPLOYEES

Category: Personnel

Adopted: 12/1/09

File No.: GBAA

Revised:

PURPOSE

To create for all Southwick-Tolland-Granville Regional School District employees a work environment free of sexual harassment.

The Southwick-Tolland-Granville Regional School District is committed to safeguarding the right of all persons associated with the Southwick-Tolland-Granville Regional School District, including students, employees, school committee members and volunteers to a work and educational environment that is free from all forms of sexual harassment. Therefore, the Southwick-Tolland-Granville Regional School District condemns and prohibits all sexual harassment on its premises.

All individuals associated with the District, but not necessarily limited to the School Committee, the administration, the staff, students and members of the public while on campus, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community or while on school property will be in violation of this policy.

Appropriate disciplinary action, up to and including dismissal, will be taken in any instance where an employee violates this policy. Sexual harassment by a student will result in disciplinary action up to and including expulsion. Sexual harassment by others will result in their being excluded from School premises or if it is required that they enter the premises, they will be accompanied by a School District representative at all times.

If the sexual harassment is criminal in nature, the offense shall be reported to the police department as well as the Title IX Coordinator. If the sexual harassment requires the intervention of State social service or protective agencies, the proper authorities will be contacted. In these circumstances, the School's attorney will be immediately contacted to give advice and guidance on how to process these actions with the appropriate authorities.

Any employee who believes that he or she has been subjected to sexual harassment should make a complaint to any administrator, the Title IX Coordinator, or directly to the Superintendent, so that appropriate action may be taken at once.

Management representatives are charged with the responsibility of discouraging any sexually harassing behaviors within or outside of their areas of supervision. This includes directly confronting the harasser when a management representative observes harassing behavior, and immediately reporting the activity to the Title IX Coordinator.

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The Title IX Coordinator will investigate complaints promptly, and corrective action will be taken where appropriate. No person will suffer retaliation or intimidation as a result of using the internal complaint procedure.

A copy of this policy and its accompanying regulations are posted in appropriate places, and made available to individuals upon request.

The Title IX Coordinators for the Southwick-Tolland-Granville Regional School District are:

Maureen Wilson, Director of Instructional Programs & Grants
Southwick-Tolland-Granville Regional School District
86 Powder Mill Road
Southwick, MA 01077

Ronald Peloquin, Principal
Powder Mill Middle School
94 Powder Mill Road
Southwick, MA 01077

Legal References: Title VII, Section 703, Civil Rights Act 1964 as amended
45 Federal Regulations 746776 issued by Chapter 622/EEOC Title IX of
1972 Education Amendments

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SEXUAL HARASSMENT DEFINITION

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

1. Submission to such conduct is either explicitly or implicitly made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting such employee; or
3. Such conduct has the purpose or effect of substantially interfering with an employee's employment performance, or creating an intimidating, hostile or offensive employment environment.

Sexual harassment may include, but is not limited to:

1. Assault, inappropriate touching, intentionally impeding movement, comments, gestures, or written communications of a suggestive or derogatory nature.
2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
3. Suggesting that a poor performance evaluation will be prepared, or suggesting that promotional opportunities will be denied.
4. Coercive sexual behavior used to control, influence or affect the employment opportunities, and/or the employment environment of an employee.
5. Offering or granting favors or employment benefits, such as promotions or recommendations, in exchange for sexual favors.

Other sexual harassing behavior directed towards employees, whether committed by management, staff, or students, is also prohibited. Such conduct includes but is not limited to:

1. Unwelcome sexual flirtations, advances or propositions;
2. Sexually explicit language or gestures;
3. Touching that an individual interprets as sexual in nature;
4. Any unwelcome physical contact;
5. The presence of sexually provocative photographs, pictures or other material, and the telling of sexual stories or jokes;
6. Verbal or non-verbal behavior about an individual's body that is interpreted as sexual in nature.

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COMPLAINT PROCEDURE INFORMAL PROCESS FOR EMPLOYEES

In determining whether an alleged incident constitutes sexual harassment, the Title IX Coordinator will be vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure outlined below, unless the Title IX Coordinator is the subject of the complaint.

1. Any employee of the District who believes that he/she has been subjected to sexual harassment is to report the incident(s) to any administrator, Title IX Coordinator, or directly to the Superintendent. The administrator and/or Superintendent are to immediately contact the Title IX Coordinator. A written record of the complaint will be made by the party receiving the complaint. A separate file system will be maintained, apart from the employee's personnel record, regarding these complaints and as to all matters relating to the complaints.
2. If the alleged harassment involves the Title IX Coordinator, the Superintendent of Schools will act as the Title IX Coordinator.
3. If the alleged harassment involves the Superintendent of Schools, the Secretary of the School Committee will act as the Title IX Coordinator.
4. The Superintendent and the Title IX Coordinator will look at the totality of the circumstances and the context in which the alleged incidents occurred. They will attempt to resolve the problem by conferring with both parties in order to obtain a clear understanding of the facts. All matters involving sexual harassment complaints will remain confidential to the extent possible.
5. Employees may be accompanied, at any phase of this process or subsequent hearing before the Committee, by a representative of their choosing.
6. The Title IX Coordinator will explain each phase of the Informal and Formal Complaint Process to an employee who wishes to file a complaint and will assist the employee in the processing of the complaint. In addition, the Title IX Coordinator will inform the employee of additional forums for resolution of the complaint such as the Office of Civil Rights (O.C.R.) and the Massachusetts Commission Against Discrimination (M.C.A.D.).
7. Under normal circumstances, the Title IX Coordinator's investigation will be completed within five working days of the initial complaint. Upon completion of the investigation, the Title IX Coordinator shall issue his/her findings in writing to the employee and the alleged harasser.

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COMPLAINT PROCEDURE FORMAL PROCESS FOR EMPLOYEES

1. A complainant may file a formal complaint immediately or may do so after the Superintendent's and the Title IX Coordinator's efforts to reach a settlement under the informal process have proven unsuccessful.
2. The complaint will state clearly and concisely the complainant's description of the incident and it will also indicate any remedy sought. The complaint must be signed by the complainant. The Superintendent's office will send the respondent a copy of the complaint within five working days after it is received. A separate file system shall be maintained as to all matters relating to the complaint. Confidentiality shall be maintained to the extent possible.
3. The respondent will have ten working days to respond in writing. This statement will contain full and specific references to each claim in the complaint, admitting, denying or explaining the complainant's allegations. The respondent must sign his or her statement which will then be appended to the original complaint. Within three working days, the Superintendent's office will forward both statements to the complainant and the respondent.
4. There will be two modes of resolution for formal complaints. A complaint may be settled through mediation or through a hearing. If the complainant and respondent agree to pursue mediation, a date mutually acceptable to both parties will be set within ten working days. If the mediation results in a mutually acceptable agreement, copies of the agreement will be forwarded to both parties. If the mediation does not result in an agreement, the case will be forwarded to the Superintendent for a hearing unless the Superintendent is the alleged harasser in which case the hearing will be before the Southwick-Tolland-Granville Regional School Committee.
5. When a hearing is requested, the Title IX Coordinator will inform the Superintendent or the School Committee, as the case may be, and the case will be heard at the next regularly scheduled meeting of the School Committee pursuant to the provisions of the Commonwealth's Open Meeting Law and/or before the Superintendent pursuant to M.G.L., c. 71, § 42.

FORMAL HEARING

1. The purpose of the Superintendent or School Committee Hearing is to determine whether the school system's policy on sexual harassment has been violated, and, if so, to determine the appropriate consequences for the violation.
2. Both parties will be given a full and fair hearing. The proceeding, although formal, is not a court proceeding and the Superintendent or School Committee is not bound by the procedures and rules of evidence of a court of law. In most instances, complainants and

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respondents will be expected to speak for themselves, although, if desired, each party may be accompanied by counsel or an advocate.

3. The presiding officer of the hearing may have counsel present for purposes of assisting in the orderly conduct of the hearing and the questioning of witnesses. The complainant and the respondent will be asked to clarify the issues and to define the areas of disagreement. To encourage a fair and focused hearing, at the start of the proceedings the points of agreement and disagreement will be reviewed. The Superintendent or the Committee, as the case may be, will hear testimony and consider whether the School Committee Policy on Sexual Harassment has been violated, and, if so, will recommend appropriate consequences.
4. The presiding officer will:
 - a. ensure an orderly presentation of all evidence;
 - b. ensure that the proceedings are accurately recorded by means of a tape or stenographic recording; and
 - c. see that a decision is issued no later than ten working days after the conclusion of the hearing or, when written arguments are submitted, ten working days after their submission.
5. The Superintendent or the Committee, as the case may be, will:
 - a. conduct a fair and impartial hearing which ensures the rights of all parties involved;
 - b. define issues of contention;
 - c. receive and consider all relevant evidence which reasonable people customarily rely upon in the conduct of serious business;
 - d. ask relevant questions of the complainant, respondent, and any witnesses if needed to elicit information which may be of assistance in making a decision; and
 - e. ensure that the complainant and respondent have full opportunity to present their claims orally or in writing, and to present witnesses and evidence which may establish their claims.

DECISION OF THE SUPERINTENDENT OR THE COMMITTEE

1. After all the evidence, testimony, and written arguments have been presented, the committee will convene for deliberations to determine whether the school system's policy on sexual harassment has been violated. If the Committee finds after a roll call vote that the policy has not been violated, that fact will be registered in the records of the hearing, and the written decision will be forwarded to the complainant and the respondent no later than fifteen working days after completion of the hearing.

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In hearings before the Superintendent, if the Superintendent finds that the policy has not been violated, the Superintendent will issue a written decision to the complainant and the respondent no later than fifteen working days after the completion of the hearing.

2. If the Committee finds after a roll call vote that the charge of violating the school system's policy on sexual harassment has been substantiated, the hearing Committee will prepare findings and will determine a penalty for the respondent and relief for the complainant. The Committee will issue such decision to the complainant and the respondent no later than fifteen working days after the completion of the hearing.

In hearings before the Superintendent, if the Superintendent finds that the charge of violating the school system's policy on sexual harassment has been substantiated, the Superintendent will prepare findings and will determine a penalty for the respondent and relief for the complainant. The Superintendent will issue such decision to the complainant and the respondent no later than fifteen working days after the completion of the hearing.

The findings of fact as well as the penalty and relief will be based solely on the testimony and evidence presented at the hearing.

3. The penalty should reflect the severity of the harassment. The penalties may include, but will not be limited to, any one or combination of the following: verbal admonition, written warning placed in the respondent's personnel file or student record, probation, suspension without pay, dismissal, demotion, or removal from administrative duties within a department; students may be subject to suspension or expulsion proceedings following a finding that the policy has been violated. The Committee or Superintendent may also make appropriate recommendations, such as professional counseling, and may recommend relief for the complainant which reinstates and restores, as much as possible, the aggrieved party.

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CODE: STAFF CONDUCT

Category: Personnel

Adopted: 1/7/2020

File No.: GBEB

Revised:

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](#)

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: DRUG-FREE WORKPLACE

Category: School Committee

Adopted: 12/6/94

File No.: GBEC

Revised:

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Southwick-Tolland-Granville Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug-free awareness program is established to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Southwick-Tolland-Granville 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.
3. As a condition of continuing employment on a grant, employees will:
 - Abide by the terms of this policy; and
 - Notify the Southwick-Tolland-Granville Regional School District in writing of any criminal drug statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) no later than five (5) calendar days after such conviction.
4. The Southwick-Tolland-Granville Regional School District will notify the agency granting funds to the Southwick-Tolland-Granville Regional School District, in writing, within ten (10) calendar days after receiving notice under sub-paragraph (3) from an employee or otherwise receiving actual notice of such conviction.
5. The Southwick-Tolland-Granville 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 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.

Each employee engaged in the performance of a grant is given a copy of this policy annually.

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DRUG-FREE WORKPLACE POLICY

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 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
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 - Abide by the terms of this policy; and
 - Notify the Southwick-Tolland-Granville Regional School District in writing of any criminal drug statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) no later than five (5) calendar days after such conviction.
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 - 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.
6. Each employee engaged in the performance of a grant is given a copy of this policy annually.

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

Name of Employee

Date

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CODE: ADMINISTRATIVE SEARCH AND INTERVIEWING

Category: PERSONNEL

Adopted: 10/19/93

File No.: GCA-1

Revised: 3/20/07

POSTING:

- A. Inside posting
- B. Newspapers

I. Paper Search Committee:

- A. Composition
 - a. Two teachers elected by teachers whenever possible
 - b. Two parents selected by a building administrator in consultation with parents' association
 - c. Two school committee members
 - d. One administrator selected by the superintendent
- B. The Chairperson of the Paper Search Committee will be appointed by the Superintendent.
- C. Duties:
 - a. Review application forms
 - b. Review letters of reference
 - c. Review teaching and administrative history of candidates
 - d. Check certification
 - e. Check job description
- D. Procedure:

The seven member committee will review all applications and each committee member will select candidates for interview. These candidates will be submitted to the chairperson. The chairperson and the Paper Search Committee will review and evaluate all additional information.
- E. The Chairperson will list all candidates as submitted. The top candidates will be submitted to the Superintendent for an interview by the interviewing committee.

II. INTERVIEWING COMMITTEE

- A. Composition:
 - a. Two teachers elected by teachers whenever possible
 - b. Two parents selected by a building administrator in consultation with parents' association
 - c. Two school committee members
 - d. One administrator selected by superintendent
- B. The superintendent will serve as the chairperson of the Interviewing Team. The superintendent will be a non-voting member.

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C. Interviews:

1. The interviews will be approximately 45 minutes
2. The members of the Interviewing Committee will individually grade the candidates from 1 to 10 in 10 different areas of school administration.
3. The chairperson will compile in the presence of the committee all of the grades for the individual candidates.
4. After the grades have been compiled the interviewers will have an opportunity to discuss the pros and cons of the individual candidates.
5. The names of the top three candidates will be submitted to the superintendent. Whenever possible or necessary the superintendent and the chairperson of the Paper Search Committee will visit the home district of the candidate.
6. If an assistant principal is to be appointed, the superintendent will consult with the principal before an appointment is made.
7. If the superintendent chooses to make a recommendation outside of the top three candidates, he/she will reconvene the Interviewing Committee before a final appointment is made.
8. In all administrative positions the superintendent will inform the school committee before the appointment is made.

III. SPED DIRECTOR

The appointment of a SPED Director will follow the same procedure, except that the Interviewing Committee will consist of the following:

- A. Two SPED teachers selected by SPED teachers K-12 whenever possible.
- B. Two parents selected by the superintendent
- C. Two school committee members
- D. Principal:
 1. STRHS
 2. PMMS
 3. WES
- E. Guidance Director

The Superintendent will be the chairperson.

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CODE: MASSACHUSETTS MATERNITY LEAVE

Category: PERSONNEL

Adopted: 5/21/2013

File No.: GCCBC

Revised:

I. Administrative Policy

It is the Administrative Policy of the Southwick-Tolland-Granville Regional School Committee to implement and administer the provisions of the Massachusetts Maternity Leave Act. This law is intended to balance the demands of the workplace with the needs of the family, promote stability and economic security of families, promote national interests in preserving family integrity and entitle employees to take reasonable leaves for qualifying reasons.

II. Definitions

Eligible Employees: An employee who has worked in a full-time position for three consecutive months is covered by the MMLA.

Qualifying events: The leave is for the time period immediately after childbirth or adoption.

Length of Leave: The leave entitlement under the MMLA is 8 weeks for each child birth or adoption. If twins are born or there are 2 adoptions then the entitlement is up to 8 weeks for each child. Therefore, in the above circumstances, the employee would be entitled to up to 16 consecutive weeks of leave.

Leave for FMLA and MMLA will run and be determined concurrently. Leave under this policy runs concurrently with workers' compensation leave when the work-related injury qualifies as a serious health condition and maternity leave under M.G.L c. 149, § 105D.

III. Procedure

Notice Requirement: An employee is required to give at least two weeks' notice of her anticipated date of departure and intention to return.

IV. Effect of Benefits

- A. An employee granted a leave under this policy will continue to be covered under the District's group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of

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the leave as to the amount and method of payment. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.

- C. If an employee's contribution is more than 30 days late, the Business Office may terminate the employee's insurance coverage. A written notification of intent to terminate coverage will be sent to the employee by certified mail at least five business days prior to said termination date.
- D. If the employee fails to return from maternity leave, the District may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee's leave.
- E. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose any seniority or accrued benefits earned prior to the leave.
- F. Under an MMLA leave the employee has the option of using available accrued paid time, or being placed in an unpaid leave status for the duration of the leave.

V. Job Protection

- A. If the employee returns to work within the 8 weeks of the maternity leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, that he or she would have experienced if he or she had not taken leave under this policy.
- C. If the employee fails to return after a maternity leave, the employee may be terminated, unless reinstated to his/her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

VI. Paternity Leave

Male employees are entitled to unpaid leave in accordance with the terms of this policy.

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CODE: EMPLOYEE FAMILY AND MEDICAL LEAVE

Category: PERSONNEL

Adopted: 10/20/09

File No.: GCCC

Revised:

The Southwick-Tolland-Granville Regional School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent 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."

P.L. 110-181, "National Defense Authorization Act"

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CODE: FAMILY AND MEDICAL LEAVE

Category: PERSONNEL

File No.: GCCC-E

Adopted: 10/20/09

Revised:

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; the birth or adoption of a child; for any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered service member with a serious injury or illness if the employee is the servicemember’s spouse, son, daughter, parent, or next of kin.
2. 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 or has a salaried position of at least .5 F.T.E.s

* While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee’s fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer’s intention to rehire the employee after the break in service.
3. Extent of leave:
 - a. An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered servicemember with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave as per contract, available paid vacation leave and personal leave before being entitled to take leave without pay.
4. Definitions:
 - a. "Child" means a son or daughter, whether biological adopted, foster child, 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.
 - c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.
 - d. "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.
 - e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
 - f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either

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(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;

or

(2) continuing treatment by a health care provider, which includes:

- (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
 - a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); **or**
 - b. one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); **or**
- (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; **or**
- (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
- (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g. "Spouse" means a husband or wife, as defined by state law.
- h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

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 before taking leave without pay.
 - b. Medical Certification:
 - (1) The Superintendent may require a medical certification 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 medical certification 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 School Committee'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.

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- (3) If the second opinion conflicts with the first, the School Committee may require, at the School Committee's expense, a third opinion. The third health care provider's opinion 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 medical certifications 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, subject to the approval of the employee's health care provider.
 - (2) shall give the employee's supervisor at least thirty (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 (30) days, the employee shall provide such notice as practicable.
 - d. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
 - e. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
 - f. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
 - g. Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the School Committee may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.
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. Medical Certification
 - (1) The School Committee may require a medical certification 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. 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 School Committee has reason to doubt the validity of the medical certification 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 School Committee'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.

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- (3) If the second opinion conflicts with the first, the School Committee may require, at the School Committee's expense, a third opinion. The third provider's opinion 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 medical certification 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 so as not to disrupt unduly the operations of the school, 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 thirty (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. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
 - d. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
 - e. 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 thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
 - b. 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.
4. Qualifying Exigencies Leave Without Pay: An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school

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activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

- a. Certification
 - (1) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.
- b. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.
- c. Leave may be taken intermittently for a qualifying exigency.

5. Care for Service Member Leave Without Pay: An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12) month period to care for the servicemember.

A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember).

- a. Medical Certification
 - (1) Leave to care for a covered servicemember with a serious injury or illness must be supported by a certification completed by an authorized health care provider **or** by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.

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- b. Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable, but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer’s usual and customary notice requirements.
- c. Leave may be taken intermittently whenever **medically necessary** to care for a covered servicemember with a serious injury or illness. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation.

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 leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember 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 at least 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 leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember 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:

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- 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 thirty (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 Southwick-Tolland-Granville Regional School District shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
 - b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the Southwick-Tolland-Granville Regional School District shall, if possible, continue the benefits at the reduced rate. 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, nor be counted against the employee under a “no fault” attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

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- 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 status of probationary teachers or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.
5. Failure to Return from Leave: The Southwick-Tolland-Granville Regional School District may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--
 - a. the employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
 - b. the employee fails to return to work for a reason other than--
 - (1) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (2) other circumstances beyond the control of the employee.
 6. Prohibited Acts:
 - a. No employee of the Southwick-Tolland-Granville Regional School District shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
 - b. No employee of the Southwick-Tolland-Granville Regional School District shall discriminate against any individual for opposing any practice contrary to this policy.
 - c. No employee of the Southwick-Tolland-Granville Regional School District shall discriminate against any individual for:
 - (1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
 - (2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
 - (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.
P.L. 110-181, "National Defense Authorization Act"

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CODE: DOMESTIC VIOLENCE LEAVE

Category: PERSONNEL

File No.: GCCD

Adopted: 2/10/15 1st Reading

Revised:

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:

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File: GCCD

- (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 he/she deems appropriate.

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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, he/she shall be entitled to restoration to the employee's original job or to an equivalent position. Definitions of 'abuse', 'abusive behavior', 'domestic violence', 'employees' and 'family members' may be found in the laws referenced below.

SOURCE: MASC October 2014

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

NOTE: The School Committee should seek the advice of counsel, deliberate, and determine whether or not to change the following language in the first paragraph as the School Committee, in consultation with the Superintendent, may choose to 1) make this type of leave paid or unpaid, and 2) make an employee exhaust other leave options or not:

"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."

Additionally, the statute does not require that employers with less than 50 employees provide this leave.

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CODE: PROFESSIONAL STAFF CERTIFICATION

Category: PERSONNEL

Adopted: 12/10/10

File No.: GCFC

Revised:

Pursuant to M.G.L., Chapter 71, s.38G, no person shall be eligible for employment as a teacher or professional support personnel or administrator unless he/she has been granted by the Commissioner an educator license with respect to the type of position for which he/she seeks employment.

State and federal regulations also require that all school districts ensure that highly qualified and fully licensed educators serve as teachers for our students. The Education Reform Act also requires teachers to renew their licenses on a pre-determined schedule. All licenses issued by the Massachusetts Department of Elementary and Secondary Education define and record the expiration date. From the date that this policy is adopted by the Southwick-Tolland-Granville Regional School District Committee, all professional staff must complete the renewal of appropriate licensure prior to the expiration date on their license and submit evidence of appropriate licensure to the Superintendent's office. Many professional staff members have June expiration dates due to the statewide initiation of this requirement. These staff members must submit evidence of a renewed license to the Superintendent's office prior to the end of the academic year. For professional staff with expiration dates that occur in other months, evidence of a renewed license must be submitted prior to the expiration date. For continued employment in the next, or subsequent school year, evidence of licensure must be submitted prior to June 30.

While the Superintendent's office will continue to maintain records of licensure and renewal dates consistent with required data management, it is the responsibility of the teachers to complete the renewal process in a timely manner. Failure to submit evidence of licensure according to the timeframe delineated in this policy will result in termination of employment.

Legal Ref.: M.G.L. Chapter 71, s. 38G
603 CMR 7.14(9)
603 CMR 7.00

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SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUBSTITUTE TEACHER EMPLOYMENT

Category: PERSONNEL

Adopted: 2/5/08

File No.: GCG

Revised:

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 purpose of this policy is to outline the conditions of compensation for daily, short-term and long-term substitutes employed in this school district. A primary goal is to provide a fair and equitable standard which will attract and retain qualified substitute personnel. Inherent in this policy is the assumption that teacher substitutes, with the support of regular staff and supervisors will provide an instructional program of quality within the normal constraints of a temporary assignment.

DAILY SUBSTITUTES: Daily substitutes shall be compensated at the daily substitute rate. Half-day substitutes shall be compensated at 50% of the daily substitute rate. No regular fringe benefits (e.g. health insurance, dental insurance, life insurance, or paid sick days) shall be included.

SHORT-TERM SUBSTITUTE: The short-term substitute will serve a period in excess of twenty (20) consecutive school days but less than ninety (90) consecutive school days in the same assignment. One occurrence of sick or emergency absence should not be considered a break in service unless it lasts for three (3) or more consecutive days. Short-term substitute shall be compensated at 60% of the current B1 rate established in the teachers' contract – no employee benefits will be offered.

LONG-TERM SUBSTITUTES: The long-term substitute will serve a period of ninety (90) consecutive school days up to a full year in the same assignment. One occurrence of sick or emergency absence should not be considered a break in service unless it lasts for three (3) or more consecutive days. Beginning with the ninetieth (90th) school day, compensation shall be at the B1 rate of the teachers' contract. Employee benefits (e.g. health insurance, dental insurance, life insurance, or paid sick days) will be offered to long-term substitutes as listed below.

ONE SCHOOL YEAR – LEAVE OF ABSENCE: If the Superintendent or School Committee grants a leave of absence in advance to an employee covered by the collective bargaining agreement between the Southwick-Tolland-Granville Regional School Committee and the Southwick-Tolland-Granville Education Association for a period of one full school year, the full-year substitute shall be offered a contract of one year duration only with all responsibilities of a teacher. Compensation shall be at the B1 rate of the teachers' contract. Employee benefits (e.g. health insurance, dental insurance, life insurance, or paid sick days) will be offered to long-term substitutes as listed below.

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FILE: GCG

<u>BENEFITS</u>	<u>DESCRIPTION</u>
Sick Days	Ten (10) days annually earned at the rate of one (1) day per month – to be credited at the end of each month.
Business/Legal Day	One (1) day per school year after completion of one (1) year of employment in the same job classification.
Personal Day	One (1) day per school year after completion of one (1) year of employment in the same job classification.
Bereavement	Up to five (5) days for the death of a spouse, child or parent. Up to three (3) days for the death of an employee’s grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law or any other person living in the employee’s residence. These days would be deducted from the employee’s available sick days.
Leave of Absence	Granted at the request of the School Committee.
Medical Benefits	Only employees working twenty (20) hours per week or more are eligible for medical and/or dental benefits.

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CODE: PROFESSIONAL STAFF TIME SCHEDULES

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCL

Revised: 3/20/07

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

Generally, the working day for teachers will be determined by the hours established for students. There will be the same seven (7) hour continuous work day for all teachers located in the same building, except where otherwise provided.

SCHOOL HOURS:	Southwick-Tolland Regional High School	7:30 – 2:30
	Powder Mill Middle School	8:05 – 3:05
	Woodland Elementary School	8:40 – 3:40

Teachers may leave the last school day of each week as soon after closing as possible provided his/her students have been cared for, plans for the next day are completed and details are in proper order.

Teachers may mutually agree with principals, subject to the approval of the superintendent, to adjust reporting and leaving times to accommodate special supervision, meetings, or other special demands on a teacher's time.

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

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

Adoption date: January 1996

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

SOURCE: MASC Policy

CONTRACT REF.: Teachers' Contract

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SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: EVALUATION OF PROFESSIONAL STAFF

Category: PERSONNEL

File No.: GCO

Adopted: 3/9/05

Revised:

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

The evaluation process will include:

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

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

The formal evaluations will be written and will be discussed by the supervisor and the person being evaluated. The discussions may either precede or follow the writing of the evaluation document. Copies of the written document will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and his/her department 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.

Revised: January 18, 1996

SOURCE: MASC Policy

CONTRACT REF.: Teachers' Agreement

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

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: EVALUATION OF PROFESSIONAL STAFF

Category: PERSONNEL

File No.: GCO-R

Adopted: 3/9/05

Revised:

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

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

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

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

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

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

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

SOURCE: MASC Policy

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: EVALUATION OF PROFESSIONAL STAFF TEACHER

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCO-R-1

Revised:

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.

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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.

Revised: January 18, 1996

SOURCE: MASC Policy

LEGAL REFS.: Collective Bargaining Agreement

NOTE: The Teacher Evaluation Criteria booklet and the Evaluation Work sheets are available in the superintendent's office for reference.

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: EVALUATION OF TEACHERS AND ADMINISTRATORS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCO-R-2

Revised: 3/20/07

Authority, Scope and Purpose:

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

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

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

Definitions

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

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

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

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

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

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

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File: GCO-R-2

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.

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- (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.

Revised: January 18, 1996

SOURCE: MASC Policy

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

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: REDUCTION IN PROFESSIONAL STAFF WORK FORCE

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCQA

Revised:

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 reemployment 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.

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REF.: Collective Bargaining Agreements

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: RESIGNATION OF PROFESSIONAL STAFF MEMBERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCQD

Revised:

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.

Revised: January 18, 1996

SOURCE: MASC Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCQE

Revised: 3/20/07

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.

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REF.: Teachers Contract

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GCQF

Revised: 3/20/07

The superintendent or principal 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.

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REF: Teachers' Contract

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: TUTORING FOR PAY

Category: PERSONNEL

File No.: GCRD

Adopted: 3/9/05

Revised:

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

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

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

Adoption date: January 1996

SOURCE: MASC Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF POSITIONS

Category: PERSONNEL

File No.: GDA

Adopted: 3/9/05

Revised:

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

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

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

Adoption date: January 1996

SOURCE: MASC Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS
Category: PERSONNEL **Adopted: 3/9/05**
File No.: GDB **Revised: 3/20/07**

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.

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

Revised: January 18, 1996

SOURCE: MASC Policy

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

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

CONTRACT REFS.: All Contracts

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF SUPPLEMENTARY PAY PLANS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDBC

Revised:

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

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

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

Revised: January 18, 1996

SOURCE: MASC Policy

CROSS REF.: GDB, Support Staff Contracts

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF FRINGE BENEFITS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDBD

Revised:

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

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

Revised: January 18, 1996

SOURCE: MASC Policy

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

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

CONTRACT REF.: All support staff contracts

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF LEAVES AND ABSENCES

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDC

Revised: 3/20/07

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.

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REFS.: All support staff contracts

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF AND FAMILY MEDICAL LEAVE

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDCC

Revised:

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.

SOURCE: MASC Policy

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

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: FAMILY AND MEDICAL LEAVE

Category: PERSONNEL

File No.: GDCC-E

Adopted: 3/9/05

Revised:

A. Leave without Pay

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

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

B. Types of Leave without Pay

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

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- i. the date on which the health condition began,
 - ii. the probable duration of the condition,
 - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. a statement that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
- (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he or she may require, at the school 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.

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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.

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- d. If the School System requires a teacher to extend leave under these rules, 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 payments. 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--

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- (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:

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- 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.

Revised: November 1997

SOURCE: MASC Policy

LEGAL REFS.: P.L. 103-3 "Family and Medical Leave Act of 1993,"
29 U.S.C. S 2601 et seq.; Department of Labor Regulations, 29
C.P.R. Part 825; Va Code S 22.1-303.

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF VACATIONS AND HOLIDAYS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDD

Revised: 3/20/07

Holidays

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

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

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

Revised: January 18, 1996

SOURCE: MASC Policy

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

CONTRACT REF.: All support staff contracts

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDE

Revised:

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.

Adoption date: January 1996

SOURCE: MASC Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF HIRING

Category: PERSONNEL

File No.: GDF

Adopted: 3/9/05

Revised: 3/20/07

All candidates will be considered on the basis of their merits, qualifications, and the needs of the school system.

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

Revised: January 18, 1996

SOURCE: MASC Policy

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

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF PROBATION

Category: PERSONNEL

File No.: GDI

Adopted: 3/9/05

Revised: 3/20/07

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

SOURCE: MASC Policy

CONTRACT REF: All Staff Contracts

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDJ

Revised:

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

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

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

Revised: January 18, 1996

SOURCE: MASC Policy

CONTRACT REFS.: All Support Staff

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF TIME SCHEDULES

Category: PERSONNEL

File No.: GDK

Adopted: 3/9/05

Revised: 3/20/07

The work day 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.

Adoption date: January 1996

SOURCE: MASC Policy

CONTRACT REF: All Support Staff Contracts

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: EVALUATION OF SUPPORT STAFF

Category: PERSONNEL

File No.: GDO

Adopted: 3/9/05

Revised:

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable work loads, and established wage and salary policies that encourage employees to put forth their best efforts. The evaluation of employee achievements and the provision of a good atmosphere in which are some of the major duties of the committee.

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

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

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

Revised: January 18, 1996

SOURCE: MASC Policy

CONTRACT REF.: All support staff agreements

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUPPORT STAFF PROMOTIONS

Category: PERSONNEL

File No.: GDP

Adopted: 3/9/05

Revised: 3/20/07

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 new position or reinstatement in his/her former one.

Adoption date: January 1996

SOURCE: MASC Policy

CONTRACT REF: All Support Staff Contracts

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: RETIREMENT OF SUPPORT STAFF MEMBERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDQC

Revised: 3/20/07

All full-time non-instructional personnel are required to participate in the Hampden County Retirement System.

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

Adoption date: January 1996

SOURCE: MASC Policy

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

M.G.L. 71:16F

School Committee Policy

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

CODE: SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Category: PERSONNEL

Adopted: 3/9/05

File No.: GDQD

Revised: 3/20/07

Support staff employees employed by the school district may be terminated by the principal/supervisor with the approval of the superintendent. However, employees may request the superintendent to review the circumstances of their termination.

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The principal, with the approval of the superintendent, may also suspend employees from their assignments.

Adoption date: January 1996

SOURCE: MASC Policy

CONTRACT REF: All Support Staff Contracts

School Committee Policy