

## **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

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

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

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

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

CONTRACT REF.: Teachers' Agreement

## **PROFESSIONAL STAFF TIME SCHEDULES**

### Administrators

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

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

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

### Teachers

Generally, the working day for teachers will be determined by the hours established for students. As specified in the collective bargaining agreement, teachers will arrive prior to the time students arrive and be available after the school day for conferences with students, parents/guardians, and administrators, as well as to take care of other professional responsibilities. Exceptions to the after-school time requirements may be permitted, however, on days preceding weekends, holidays, and vacation periods.

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

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

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

CONTRACT REF.: Teachers' Contract

## EVALUATION OF PROFESSIONAL STAFF

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

The evaluation process will include:

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

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

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

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

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

CONTRACT REF.: Teachers' Agreement

## **EVALUATION OF PROFESSIONAL STAFF**

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

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

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

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

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

Either the School District or the teachers' collective bargaining representative may file a petition seeking arbitration with the Commissioner of Education.

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

## EVALUATION OF PROFESSIONAL STAFF TEACHERS

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

1. Evaluations may be initiated by the Superintendent, the Assistant Superintendents, Principals, Assistant Principals, and department heads or coordinators. These personnel will have the privilege of observing a teacher at any time.
2. The evaluation instruments will be the Teacher Evaluation Criteria booklet and the Evaluation Worksheet. Each staff member will be provided with a copy of these materials. The worksheet 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 worksheets 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 preparation as evidenced in thorough planning and preparation.
4. Quality of student-teacher relationships.
5. Classroom management.
6. Professional appearance and manner.

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

LEGAL REFS.:        Collective Bargaining Agreement

## EVALUATION OF TEACHERS AND ADMINISTRATORS

### Authority, Scope and Purpose:

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

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

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

### Definitions

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

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

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

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

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

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

Teacher: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (1) 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 s.38, including conducting a public hearing and engaging in collective bargaining and, if necessary, binding interest arbitration. All performance standards established for teachers shall be consistent with and meet the Principles of Effective Teaching adopted by the Board of Education.
- (2) School committees shall establish performance standards for the evaluation of all administrators upon the recommendation of the Superintendent. Performance standards for those administrators who are subject to collective bargaining shall be developed in accordance with M.G.L. c. 150E. All performance standards established for administrators shall be consistent with and meet the Principles of Effective Administrative Leadership adopted by the Board of Education.

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

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

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

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

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

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

All certified personnel terminated for purposes of reduction in force may be considered for reemployment as vacancies occur in positions for which they are qualified. Opportunity for 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.

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

CONTRACT REFS.: Collective Bargaining Agreements

## **RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

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

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

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

## **RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

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

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

CONTRACT REF.: Teachers' Contract

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

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

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

1. Be certain that each such case is supported by defensible records.
2. Determine if the individual is to be suspended immediately with the understanding that the suspension will be subject to restoration of salary and position if an appeal is decided in favor of the individual.
3. Follow the procedures for dismissal or suspension that are contained in applicable laws as well as those included in the current agreement with the teachers' bargaining unit.
4. Provide the individual involved with a written statement that will:
  - a. Indicate whether the action the Superintendent is taking is dismissal or suspension.
  - b. State the reason for the suspension or dismissal.
  - c. Guarantee that all procedures will be in accordance with due process of law.
  - d. Inform employees who have a right to request a hearing under appropriate laws that they may be represented at such a hearing by counsel of their choice.

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

## **TUTORING FOR PAY**

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

Tutoring is not to be recommended for a student unless the appropriate teacher of the student involved is consulted and agrees that it will be of real help. If tutoring seems advisable, the Principal may give the parents/guardians 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/she or she is to be tutored.

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

## **SUPPORT STAFF POSITIONS**

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

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

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

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

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

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

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

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

CROSS REFS.: GDB sub codes (all relate to compensation)

CONTRACT REFS.: All Contracts

## **SUPPORT STAFF SUPPLEMENTARY PAY PLANS**

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 workday. Overtime will be authorized only by the Superintendent and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

CROSS REF.:           GDB, Support Staff Contracts and Compensation Plans

## **SUPPORT STAFF FRINGE BENEFITS**

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.

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

CROSS REFS.: EB, Safety Program  
GBGB, Staff Personal Security and Safety  
GDB, Support Staff Contracts and Compensation Plans

CONTRACT REFS.: All support staff contracts

## **SUPPORT STAFF LEAVES AND ABSENCES**

Leaves and absences accorded to the 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 recommendation, to the School Committee for its action.

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

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

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

CONTRACT REFS.: All support staff contracts

**SUPPORT STAFF FAMILY AND MEDICAL LEAVE**

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

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

## **SUPPORT STAFF VACATIONS AND HOLIDAYS ON HOLD**

### 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 absence is approved on the basis of current leave policies.

### Vacations

All 12-month employees will be eligible for paid-vacations in accordance with the following:

1-5 years	-- two weeks vacation
5-10 years	-- three weeks vacation
After 10 years	-- four weeks vacation

Support staff members employed on 10-month basis will be granted two weeks' paid vacation after completing 10 full years of services in the school system.

SOURCE: MASC

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

CONTRACT REFS. All support staff contracts

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

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

The recruitment and selection of candidates for such positions will be the responsibility of the Principal for building based positions, and the 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.

## **SUPPORT STAFF HIRING**

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

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

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

## **SUPPORT STAFF PROBATION**

Each support staff employee will serve a probationary period of six months in any position for which he/she is newly hired or in any new classification to which he/she is transferred or promoted. During that time, the employee will be adequately assisted and supervised so that his abilities to carry out the required duties, 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.

## **SUPPORT STAFF ASSIGNMENTS AND TRANSFERS**

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

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

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

CONTRACT REFS.: All Support Staff Agreements

## **SUPPORT STAFF TIME SCHEDULES**

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

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

## **EVALUATION OF SUPPORT STAFF**

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable work loads, and establish 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 are some of the major duties of the Committee.

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

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

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

CONTRACT REFS.: All support staff agreements

## **SUPPORT STAFF PROMOTIONS**

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 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 former one.

**RETIREMENT OF SUPPORT STAFF MEMBERS**

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

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

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

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

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

Bus drivers are employed on a monthly basis with continuity of employment conditioned only upon satisfactory performance. In the event of failure to perform as required, the Superintendent may immediately suspend employment.

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

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