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GDQD SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS (MASC)

File: GA

PERSONNEL POLICIES GOALS

NOTE: School Committees must realize that even though they are no longer involved in the process of hiring school district employees other than the Superintendent and Assistant Superintendent, they are responsible to the students and residents of the school district they represent to insure that the highest quality individuals available are hired to meet the needs of the District. They have the additional responsibility to articulate the expectations of the District relative to personnel. This must be done in the form of District Policy. The School Committee recognizes that an efficient staff dedicated to education is necessary to maintain a constantly improving educational program.

Commented [1]: Per Liz, MASC has deleted this policy
- I recommend deleting

The District's specific personnel goals are:

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

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

Draft 9-8-04
Adopted 10-27-04

Note: The MASC Reference Manual replaces "system's" with "district's" and updates the legal references as shown below:

LEGAL REF.: 603 CMR 26:00

SOURCE: Greenfield

Greenfield Public Schools

File: GBA

EQUAL EMPLOYMENT OPPORTUNITY

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

~~LEGAL REF.: 603 CMR 26:08~~

~~CROSS REF.: AC, Nondiscrimination~~

~~Greenfield Public Schools is an Equal Opportunity Employer. Race, color, religion, age, sex, disability, marital or veteran status, place of national origin and other categories protected by law are not factors in employment, promotion, compensation or working conditions.~~

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [2]: Recommend use MASC version

File: GBA

EQUAL EMPLOYMENT OPPORTUNITY

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

SOURCE: MASC March 2018

LEGAL REF.: M.G.L. 151B:4;
BESE Regulations 603 CMR 26:00
[Acts of 2022, Chapter 117](#) (*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.)

CROSS REF.: AC, Nondiscrimination

NOTE: Although it is not usually necessary to have a policy that simply restates existing law, in this case it is important to reaffirm the School Committee's commitment to equal opportunity and to remind the hiring authorities in the District that many considerations other than District educational goals are factors to be considered.

Commented [3]: Delete note before adoption of policy

This is also the category in which to include an affirmative action policy and plans. Details of the affirmative action plan could follow the Committee's policy as a School Committee-approved procedure. The cross references are to related statements in this manual.

File: GBD (also BHC)

SCHOOL COMMITTEE-STAFF COMMUNICATIONS

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

Staff Communications to the School Committee

All communications or reports to the Committee or any of its subcommittees from Principals, supervisors, teachers, or other staff members will be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the Committee from administrative decisions on important matters, **except those matters that are outside the Committee's legal authority**, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the Committee's policy on complaints and grievances. Staff members are also reminded that Committee meetings are public meetings. As such, they provide an excellent opportunity to observe first-hand the Committee's deliberations on problems of staff concern.

School Committee Communications to Staff

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

Visits to Schools

Individual School Committee members interested in visiting schools or classrooms in their official capacity will inform the Superintendent of such visits and make arrangements for visitations through the Principals of the various schools. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Committee members will be carried on only under Committee authorization.

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

File: GBEA

STAFF ETHICS / CONFLICT OF INTEREST

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

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

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

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

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

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Commented [4]: suggest we use MASC

File: GBEA

STAFF ETHICS / CONFLICT OF INTEREST

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

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

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

Commented [5]: As updated by MASC staff 8-16-2022

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

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

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

~~Consistent with the Conflict of Interest Law, should there be an appearance of conflict of interest with any School Committee member or district employee with an employee in any other City Department, the State Ethics Commission will be contacted by the employee for clarification on need for disclosure.~~

Commented [6]: Per Liz, would not recommend - is employee responsibility, not Committee

SOURCE: MASC September 2016

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

STAFF CONDUCT

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

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

All staff members 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 re-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 regulations and school rules in regard to students.~~
- ~~3. Diligence in submitting required reports promptly at the times specified.~~
- ~~4. Care and protection of school property.~~
- ~~5. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.~~

Commented [7]: Per MASC policy, these have been deleted

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

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

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

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

Solicitations

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

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

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

Draft 9-8-04
Adopted 10-27-04

Commented [8]: Use MASC

SOURCE: Greenfield

GIFTS TO AND SOLICITATIONS BY STAFF

Gifts

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

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

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

Class Gifts

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

Gifts for School Use

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

Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

SOURCE: MASC December 2012 (reflects current Ethics laws/regulations)

Greenfield Public Schools

Legal Ref: M.G.L. 268A:3; 268A:23; 930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools
JP, Student Donations and Gifts
[GBEBD Online Fundraising and solicitations – Crowdfunding – KCD Public Gifts to Schools](#)

Commented [9]: add cross reference (updated 8/16/2022)

ONLINE FUNDRAISING AND SOLICITATIONS - CROWDFUNDING

School District employees shall comply with all of the following provisions relating to online solicitations and the use of crowdfunding services for school-related purposes as well as all applicable laws, regulations and district policies. No online fundraising may occur except as provided below.

The Superintendent shall have final authority to approve any online fundraising activities by school district employees and shall determine and communicate to Principals the circumstances under which online fundraising proposals shall require Superintendent or School Committee approval in accordance with law and school district policy (KCD). The Principal of each school shall approve all online fundraising activities within their buildings prior to any employee posting any such fundraising solicitation.

Any solicitation shall be for educational purposes only (field trips, supplies, supplemental materials, books, etc.). The solicitation of personal items (coats, nutritional snacks, etc.) shall only be to benefit students directly. To the extent an employee solicits any technology or software, the employee shall secure the prior written approval of the Director of Technology or designee prior to any such solicitation. Any employee seeking to display or post a photograph of a student in conjunction with a fundraising solicitation must first secure the written consent of the student's parent or guardian.

Employees shall not use a crowdfunding source, or set up their appeal in such a way, that they are asking for donations directly from people over whom the employee making the request has authority, or with whom the public employee is having official dealings (such as parents/guardians of ~~students~~ student's in a teacher's classroom - the solicitation can say "Classroom X needs tissues and crayons," but it shouldn't be directed to parents/guardians who have shared email addresses with the teacher for purposes of communicating about their student).

Employees using crowdfunding services shall periodically disclose in writing to the Superintendent the names of all individuals whom the employee has directly solicited in any manner including but not limited to oral, written, or electronic solicitation, **if applicable**. The Superintendent shall maintain these disclosures as public records available for public review.

Employees may only use crowdfunding services that send the items or proceeds solicited by the employee directly to the employee's school or to the school district. Employees must verify under the crowdfunding service's terms and conditions that they meet all requirements for such solicitation. Items or proceeds directly sent to employees are considered gifts to the employee and may result in violation of state ethics laws.

If an employee's proposal is approved by the crowdfunding service, the employee agrees to use the donated materials solely as stated in the employee's proposal.

If a solicitation is not fully funded within the time period required by the crowdfunding service, or the solicitation cannot be concluded for any reason, every attempt will be made to return donations to the donors. Donations unable to be returned shall only be used as account credits for future solicitations.

File: GBEBD

Unless otherwise approved by the Superintendent in writing, all goods and/or proceeds solicited and received through any online solicitation shall become the property of the School Committee, **and shall be so labeled**, and not of the individual employee who solicited the item(s) or funds. The employee is prohibited from taking any such item(s) or funds to another school or location, without the Superintendent's written approval.

LEGAL REFS: MGL 44:53A; 71:37A; 268A:3; 268A:23;
Ethics Commission Advisory Opinion EC-COI-12-1;

CROSS REFS: GBEA, Staff Ethics/Conflict of Interest;
GBEBC, Gifts To and Solicitations by Staff;
KCD, Public Gifts to Schools

SOURCE: MASC February 2018

NOTE: Crowdfunding services are defined as any online service used for the solicitation of goods, services, or money from a large number of people via the internet or other electronic network. Examples include GoFundme, Kickstarter, Indiegogo, YouCaring, and DonorsChoose.

File: GBEC

DRUG-FREE WORKPLACE POLICY

The School District will provide a drug-free workplace and certifies that it will:

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

LEGAL REFS.: ~~The Drug Free Workplace Act of 1988~~ 41 US code subsection 8102

Commented [10]: Update 8/16/2022 to legal reference

CROSS REFS.: JICH, Drug and Alcohol Use by Students
IHAMB, Teaching about Drugs, Alcohol, and Tobacco

Draft 9-8-04
Adopted 10-27-04

Note: The MASC includes the highlighted cross reference above in red

SOURCE: Greenfield (except for changes highlighted – same as MASC model)
Greenfield Public Schools

File: GBED

TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS

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

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

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

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

File: GBED

TOBACCO PRODUCT USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED

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

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

SOURCE: MASC September 2016

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

CROSS REFS.: ADC, Tobacco Products on School Premises Prohibited
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

File: GBGB

STAFF PERSONAL SECURITY AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

~~Prior to employment in the school system all employees will submit evidence of a physical examination and compliance with any health regulations required by state law.~~

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

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

CROSS REFS.: — EB, Environmental and Safety Program
G CBD, Professional Staff Fringe Benefits
G DBD, Support Staff Fringe Benefits

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

File: GBGB

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STAFF PERSONAL SECURITY AND SAFETY

Through its overall safety program and various policies pertaining to school personnel, the Committee will seek to assure the safety of employees during their working hours and assist them in the maintenance of good health.

~~Employees offered a position as a custodian, maintenance worker or food service worker must successfully pass a pre-employment physical examination (provided at School Committee cost) prior to the date of employment.~~

Commented [11]: strike as updated 8/16/2022

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

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

SOURCE: MASC September 2016

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

CROSS REFS.: EB, Safety Program

~~NOTE: This category is for statements on staff physical and mental health examination requirements, the School Committee's commitment to assisting employees in maintaining good health, its concern with occupational safety, and so on.~~

~~Observe the cross references. Health insurance plans for employees are properly coded under Fringe Benefits for the appropriate category of staff.~~

Commented [12]: delete notes 8/16/2022

DOMESTIC VIOLENCE LEAVE POLICY

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

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

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

Commented [13]: rec not to include per Atty Roche

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 any one of the following documents to the employer:

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member;
- (2) a document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the employee or family member;

File: GBGE

- (3) A police report or statement of a victim or witness provided to police documenting the abusive behavior;
- (4) documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to support a finding of guilt, or has been convicted of, or has been adjudicated a juvenile delinquent by reason of any offense constituting abusive behavior;
- (5) medical documentation of treatment as a result of the abusive behavior;
- (6) a sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, , shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior;
- (7) a sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been a victim of or is a family member of a victim of abusive behavior.

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

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

The Superintendent shall ensure that notice is provided to all employees in the next school year and beyond by appropriately amending the district's employee handbooks, by whatever title they may be known, or by direct notice about the Domestic Violence Law and securing the employees signature acknowledging receipt of the handbook/notice. The Superintendent shall be responsible for notifying all current employees, unless they have been notified through the handbook, of this policy in a manner that they deem appropriate.

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner discriminate against an employee for exercising the employee's rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee's return from such leave, they shall be entitled to restoration to the employee's original job or to an equivalent position. Definitions of "abuse", "abusive behavior", "domestic violence", "employees" and "family members" may be found in the laws referenced below.

SOURCE: MASC October 2014

File: GBGE

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

Commented [14]: delete this reference 8/16/2022

~~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.~~

File: GBGF

FAMILY AND MEDICAL LEAVE

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

SOURCE: MASC

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

Note: The MASC Reference Manual recodes GCCC and GDCC to GBGF

This is as Greenfield's GCCC is written.

File: GBI

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

Commented [15]: add ballot initiatives 8/16/2022

In connection with campaigning, an employee will not: use school district facilities, equipment or supplies; discuss their campaign with school personnel or students during the working day; or use any time during the working day for campaigning purposes. Public employees are prohibited under state law from soliciting funds for political campaigns

Commented [16]: add sentence 8/16/2022.

Under no circumstances, will students be pressured into campaigning for any staff member.

LEGAL REF.: M.G.L. 55:11-13; 71:44

Commented [17]: add sections to reference 8/16/2022

Draft 9-8-04
Adopted 10-27-04

Note: The MASC Reference Manual replaces "school system" with "school district", "his" with "their" and includes the additional legal reference highlighted and in red above

SOURCE: Greenfield/MASC

Greenfield Public Schools

PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school system, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel folder for each present and former employee will be accurately maintained in the central administrative office. The file will contain the application for employment and references, the folders will contain records and information relative to compensation, payroll deductions, evaluations, and any other pertinent information. Separate files will be kept for CORI/Health information according to state law.
2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Superintendent to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of his own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless it is signed by the person making the comment and the staff member is informed of the comment and afforded the opportunity to include his written response in the file.
6. Lists of school system employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

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

CONTRACT REF.: All Agreements

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

Draft 9-8-04

Adopted 10-27-04

SOURCE: Greenfield

PERSONNEL RECORDS

Information about staff members is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the School Committee's education reporting requirements. To meet these needs, the Superintendent will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

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2. The Superintendent will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
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4. Each employee will have the right, upon written request, to review the contents of their own personnel file.
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6. Lists of school district employees' names and home addresses will be released only to governmental agencies as required for official reports or by the laws.

SOURCE: MASC

LEGAL REFS.: Family Educational Rights and Privacy Act, Sec. 438, P.L. 90-247
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M.G.L. 4:7; 71:42C
Teachers' Agreement

CONTRACT REF.: All Agreements

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

Greenfield Public Schools

File: GBJC

CORI REQUIREMENTS

In accordance with state law, that all prospective employees and volunteers shall execute a release of information form whereby the Public Schools shall be authorized access to the Criminal Offender Records Information (C.O.R.I.) from the criminal history systems board for potential employees and volunteers who may have direct and unmonitored contact with children, including any individual who regularly provides school related transportation to children.

In addition, as a condition of being offered employment, every applicant for any position within the Public Schools shall have had a C.O.R.I. reviewed by the Superintendent.

The Superintendent has the final responsibility for making or approving employment decisions for all school personnel as permitted by law. The Superintendent shall also request C.O.R.I. information on contractors or other individuals who may be in direct and unmonitored contact with students.

The Superintendent or designee shall periodically, but not less than every three (3) years, obtain all available criminal offender record information from the criminal history systems board on all such employees and volunteers during their term of employment or volunteer service.

Access to C.O.R.I. information must be restricted only to those individuals certified to receive such information.

LEGAL REFS.: MGL 71:38R, 151B:9 71:59B

CROSS REF.: ADDA, Background Checks

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

File: GBJC 1

If this matches what GPS is doing, keep it or delete it because it exists as ADDA/ cross reference ADDA
FINGERPRINTING POLICY

~~This policy is applicable to any fingerprint based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes.~~

~~Effective March 20, 2014, the Greenfield Public Schools will begin compliance with the state mandated fingerprinting program, using approved vendors and procedures of the Commonwealth's Department of Elementary and Secondary Education. The School Committee shall require the Superintendent to assure full school system compliance by the beginning of the 2016 - 2017 school year.~~

~~Where such checks are allowable by law, the following practices and procedures will be followed:~~

I. — Requesting CHRI checks

~~Fingerprint based CHRI checks will only be conducted as authorized by M.G.L. c. 71, §38R and 42 U.S.C. § 16962, in accordance with all applicable state and federal rules and regulations, and in compliance with M.G.L. c. 6, §§ 167-178 and 803 CMR §§ 2.00, et seq. If an applicant or employee is required to submit to a fingerprint based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment. At the time of this document, individuals may register at <http://www.identogo.com/FP/Massachusetts.aspx>, and the Provider Identification Number necessary for registration is the DESE organizational code for the Greenfield Public Schools, 01140000.~~

~~Unless otherwise specified, all persons employed by the Greenfield Public School District shall submit to and bear the cost of the Fingerprint based CHRI checks, and further, be determined to have a record suitable for work with children as a condition of employment. The current fee shall not exceed \$55 for employees who are certified pursuant to M.G.L. chapter 71 section 38G and shall not exceed \$35 for employees who are not certified pursuant to M.G.L. chapter 71 section 38G.~~

~~Non-contract employees, paid hourly at a rate of \$17.00 per hour, or less, will be eligible for reimbursement on the grounds of financial hardship. Employees employed as on-call substitutes for full-time positions shall be eligible for reimbursement after completing ten (10) complete days of service to the school system.~~

~~Fingerprint based CHRI checks shall be required for all Sub-Contractors/Laborers commissioned by the school employer, or employed by the city or town, to perform work on school grounds, who may have direct and unmonitored contact with children, with the CHRI results forwarded to the Greenfield Public Schools prior to commencing work within the school system. The Sub-Contractor shall bear the cost of fingerprinting.~~

1 of 5

~~Volunteers who may have direct and unmonitored contact with children shall be subject to fingerprinting, but will be eligible for reimbursement from the school system if fingerprinting is required, and, the volunteer is approved to work in the school system. In determining whether to require discretionary fingerprint based background check, the Greenfield Public School District may consider all relevant factors depending on the circumstances, such as the likelihood of direct and unmonitored contact, duration of potential contact (e.g. chaperones on day trips versus overnight field trips), and the ability of the district to limit potential for unmonitored contact (e.g. by means of escorting, physical separation, restrictions on hours of access to school facility). If the Superintendent does not require a fingerprint based background check for a volunteer, a Massachusetts Criminal Offender Registry Information check shall still be completed prior to work in the schools.~~

~~II. Access to CHRI~~

~~All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Title 28, U.S.C., § 534, Pub. L. 92-544 and Title 28 C.F.R. 20.33(b) provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.~~

~~III. Storage of CHRI~~

~~CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.~~

~~In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.~~

~~IV. Retention and Destruction of CHRI~~

~~Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes only:~~

- ~~• Historical reference and/or comparison with future CHRI requests,~~
- ~~• Dispute of the accuracy of the record~~
- ~~• Evidence for any subsequent proceedings based on information contained in the CHRI.~~

~~CHRI will be kept for the above purposes in a locked file cabinet located within the Central Office,~~

or, alternatively, in a secured, electronic form of the school district server, so that in either instance, access is limited to individuals involved in the handling of the school districts CHRI's.

~~When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the Greenfield Public School District.~~

~~V. CHRI Training~~

~~An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the Greenfield Public School District will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.~~

~~VI. Determining Suitability~~

~~Factors considered in determining suitability may include, but are not limited to, the following:~~

- ~~a. The nature of the position held or sought, and the work to be performed;~~
- ~~b. The number of offenses;~~
- ~~c. The nature and gravity of the crime(s) and/or offense(s) and the underlying conduct;~~
- ~~d. The time that has passed since the offense(s);~~
- ~~e. The age of the individual at the time of the offense;~~
- ~~f. Conviction and/or completion of the sentence;~~
- ~~g. Whether the applicant has pending charges;~~
- ~~h. Any relevant evidence of rehabilitation, or lack thereof;~~
- ~~i. Seriousness and specific circumstances of the offense;~~
- ~~j. Any other relevant information, including information submitted by the candidate or requested by the hiring authority~~

~~A record of the suitability determination will be retained. The following information will be included in the determination:~~

- ~~a. The name and date of birth of the employee or applicant;~~
- ~~b. The date on which the school employer received the national criminal history check results; and;~~
- ~~c. The suitability determination (either "suitable" or "unsuitable").~~

~~A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.~~

VII. ~~Relying on Previous Suitability Determination.~~

~~The Greenfield Public School District may in certain instances, at its sole discretion, rely upon the suitability determination of an individual made by another school employer. If the Greenfield Public Schools chooses to require the individual to perform a new national criminal history check rather than rely on a previous favorable suitability determination, the school district shall bear the cost of such a new check. Nothing in this provision shall be contrary to 603 CMR 51.06.~~

VIII. ~~Adverse Decisions Based on CHRI~~

~~If inclined to make an adverse decision based on an individual's CHRI, the Greenfield Public School District will take the following steps prior to making a final adverse determination:~~

- ~~• Provide the individual with a copy of his/her CHRI used in making the adverse decision;~~
- ~~• Provide the individual with a copy of this CHRI Policy;~~
- ~~• Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and~~
- ~~• Provide the individual with information on the process for updating, changing, or correcting CHRI.~~

~~A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances to correct or complete the accuracy of the CHRI.~~

IX. ~~Secondary Dissemination of CHRI~~

~~If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJS and the FBI.~~

~~The following information will be recorded in the log:~~

- ~~1. Subject Name;~~
- ~~2. Subject Date of Birth;~~
- ~~3. Date and Time of the dissemination;~~
- ~~4. Name of the individual to whom the information was provided;~~
- ~~5. Name of the agency for which the requestor works;~~
- ~~6. Contact information for the requestor; and~~
- ~~7. The specific reason for the request.~~

X. ~~Reporting to Commissioner of Elementary and Secondary Education~~

~~Pursuant to M.G.L. ch 71, § 71R and 603 CMR 51.07, if the Greenfield Public School District dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a~~

File: GBJC-1

~~licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the Greenfield Public School District shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation, as well as a copy of the criminal record check results. The Greenfield Public School District shall notify the employee or applicant that it has made a report pursuant to 603 CMR 51.07(1) to the Commissioner.~~

~~Pursuant to M.G.L. ch 71, § 71R and 603 CMR 51.07, if the Greenfield Public School District discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to 603 CMR 7.15(8)(a), the Greenfield Public School District shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the Greenfield Public School District retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to 603 CMR 51.07(2) to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.~~

~~Adopted: 10/8/14~~

~~SOURCE: Greenfield~~

File: GBK

STAFF COMPLAINTS AND GRIEVANCES

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

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

Channels established will provide for the following:

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

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

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

CONTRACT REFS.: All Contract Agreements

Draft 9-8-04
Adopted 10-27-04

SOURCE: MASC/Greenfield

Greenfield Public Schools

File: GCA

PROFESSIONAL STAFF POSITIONS

~~It is the Committee's goal to maintain a sufficient number of positions to accomplish the school committee's goals and objectives and to provide for the equitable staffing of each school building.~~

~~The Superintendent will present to the School Committee information related to any new positions and the fiscal impact of implementing the position. The Superintendent will maintain a comprehensive set of job descriptions for all positions.~~

~~**NOTE: Job descriptions for professional staff positions are available for review in the office of the Superintendent.**~~

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

PROFESSIONAL STAFF POSITIONS

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

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

SOURCE: MASC

~~NOTE: Job descriptions for professional staff positions are available for review in the office of the Superintendent.~~

~~NOTE: Subcategories may be added to code GCA for filing job descriptions of professional staff positions. However, if a school district has more than 20 job descriptions, it is recommended that they be filed in a special manual (and referred to, as was done on the sample policy above) to prevent the policy manual from becoming unwieldy.~~

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Commented [18]: Add for clarification of positions that are changed and might require add'l compensation. 8/16/2022

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PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

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

Administrators

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

LEGAL REFS.: — M.G.L. 71:40; 71:43

CONTRACT REF.: Teachers' Agreement (Negotiated contracts will be kept available in a separate binder in the Superintendent's Office)

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

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

Principals and Administrators on Individual Contracts

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

Commented [19]: updated 8/16/2022

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Administrators

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

Commented [21]: updated 8/16/2022

SOURCE: MASC September 2016

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

CONTRACT REF.: Teachers' Agreement

~~NOTE: If a salary schedule is established unilaterally by the School Committee, the actual schedule might be included as part of the policy or as an exhibit document coded GCBA-E. However, if it is part of a School Committee staff agreement, it may be referred to, with the appropriate section of the agreement cited in a contract reference (as was done above). In either event, there probably will be procedures pertaining to initial placement and lateral movement on the schedule to include under code GCBA-R.~~

~~Regional school districts should cite M.G.L. 71:42B at this code.~~

File: GCBB

EMPLOYMENT OF ADMINISTRATORS

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

In addition to the Superintendent of Schools, it is the statutorily authorized responsibility of the School Committee to hire certain administrators. They are following: Assistant/Associate Superintendent, School Business Administrator, Director of Special Education, Legal Counsel for General Purposes, Legal Counsel or Consultant for Collective Bargaining, School Physician and School Nurse. The Superintendent manages the hiring process and selects the candidates, keeping the School Committee informed. The Committee votes on the appointment based upon the Superintendent's recommendation.

It will be the duty of the Superintendent, or his/her designee to conduct the search and hiring process, making recommendations based on ensuring that persons considered for employment in the schools meet all the requirements of the Committee for the type of position for which the nomination is made.

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

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

LEGAL REFS.: M.G.L. 71:59,41,37F,38A,38H,38P,53; 71B:3A

Adopted 9-8-04

SOURCE: Greenfield

Greenfield Public Schools

File: GCBB

EMPLOYMENT OF PRINCIPALS

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

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

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

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

SOURCE: MASC September 2016

LEGAL REF: M.G.L. 71:41; 71:59B

Cross Reference: **Cross reference: GCBA**

Commented [22]: added 8/16/2022

File: GCBC

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

~~Appointments to supplemental positions will be made by the Superintendent for District wide positions or by the Principal with the approval of the Superintendent for building based personnel. The amount of compensation for the position will be established by the Committee at the time the position is created.~~

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

~~LEGAL REF.: ——— Collective Bargaining Agreement~~

~~Draft 9-8-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

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File: GCBC

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

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

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

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

SOURCE: MASC September 2016

LEGAL REF.: Collective Bargaining Agreement

File: GCC

PROFESSIONAL STAFF LEAVES AND ABSENCES

NOTE: Professional staff are covered by negotiated contract. At will employees is as outlined in individual contracts.

LEGAL REF.: M.G.L. 71:41A

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Commented [23]: suggest deleting

Commented [24R23]: Agree

~~File: GCCC (also GDCC)~~

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~~Recoded as GBGF~~

~~PROFESSIONAL STAFF FAMILY AND MEDICAL LEAVE~~

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

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

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

~~Note: The MASC Reference Manual recodes GCCC and GDCC to GBGF~~

~~SOURCE: Greenfield~~

FAMILY AND MEDICAL LEAVE

A. Leave without Pay

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

File: GCCC-E (also GDCC-E)

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

B. Types of Leave without Pay

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

File: GCCC-E (also GDCC-E)

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

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- 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/she 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 re-licensures at reasonable intervals.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
 - (2) Shall give the employee's supervisor at least 30 days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
- e. Failure to provide notice as mandated by b. above shall result in the denial of leave until the required notice period has passed.
- d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
- 3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
 - a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least 30 days' notice before the date the leave is to begin. If the date of the birth or replacement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.

File: GCCC-E (also GDCC-E)

- b. Failure to provide notice as mandated by a. above shall result in the denial of leave until the required notice period has passed.
- e. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Director in writing.

C. Special Rules

1. Rules Applicable to Instructors in Periods near the Conclusion of the Academic Term: The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity:
 - a. If leave without pay begins more than five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that academic term, if —
 - (1) The leave is of at least three weeks duration, and
 - (2) The return to work would occur during the three week period before the end of the academic term.
 - b. If Parental or Family Medical leave without pay begins within five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that term, if —
 - (1) The leave is of more than two weeks duration, and
 - (2) The return to work would occur during the two week period before the end of the academic term.
 - c. If Parental or Family Medical leave without pay begins within three weeks before the end of an academic term the Principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
 - d. the extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension the additional time is nevertheless deemed FMLA leave.
2. Intermittent Leave and Reduced Leave Schedules:
 - a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position —
 - (1) Which is offered by the Director,
 - (2) For which the employee is qualified,

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- (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/she or she must delay the taking of leave until the notice provision is met.
- c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.

3. Benefits during Leave:

- a. While the employee is on leave, the School System shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
- b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the School System shall, if possible, continue the benefits at the reduced rate permitted for the School System's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave
 - (1) To be restored to his or her former job, or
 - (2) To be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
- b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.
- c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal requirement that probationary teachers teach at least 160 contractual teaching days during the school year in order to count the year toward the three years of service needed to attain continuing contract status.
- d. The Director may deny restoration to salaried employees who are among the highest paid 10 percent of the School System's employees, if

~~File: GCCC-E (also GDCC-E)~~

- ~~(1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the School System;~~
 - ~~(2) The Director notifies the employee of the intent of the School System to deny restoration on the basis of economic injury at the time the Director determines that such injury would occur, and~~
 - ~~(3) If the leave has begun, the employee does not return to work after receiving the notice of intent not to restore him or her.~~
- ~~5. Failure to Return from Leave: The School System may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if~~
- ~~a. The employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and~~
 - ~~b. The employee fails to return to work for a reason other than~~
 - ~~(1) The continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or~~
 - ~~(2) Other circumstances beyond the control of the employee.~~
- ~~6. Prohibited Acts:~~
- ~~a. No employee of the School System shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.~~
 - ~~b. No employee of the School System shall discriminate against any individual for opposing any practice contrary to this policy.~~
 - ~~c. No employee of the School System shall discriminate against any individual for~~
 - ~~(1) Filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy;~~
 - ~~(2) Giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or~~
 - ~~(3) Testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.~~

~~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.F.R. Part 825 Va Code S 22.1-303.~~

~~Draft 9-8-04
Adopted 10-27-04
SOURCE: Greenfield~~

~~7 of 7~~

File: GCD

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

Commented [26]: is this necessary? it's in contracts

Commented [27R26]: not necessary. This is Greenfield specific language.

Vacations

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

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

Holidays

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

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

SOURCE: Greenfield

Commented [28]: Delete per MASC - covered under GBGF

File: GCE

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

~~It is the responsibility of the Superintendent, with the assistance of the administrative staff, to determine the personnel needs of the school system and it is the responsibility of the Principal, in consultation with the Superintendent, to determine the personnel needs of the individual schools.~~

~~The School Committee will be appraised regarding the creation or elimination of any positions.~~

~~LEGAL REFS.: — Collective Bargaining Agreements~~

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [29]: See MASC model below which is used as a policy statement. This is the responsibility of the Superintendent. The policy statement is up to the Committee. If the Committee wants such a statement, recommend MASC model.

File: GCE

PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES

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

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

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

Openings in the schools will be posted in sufficient time, before the position is filled, to permit current employees to submit applications.

SOURCE: MASC September 2016

LEGAL REFS.: Collective Bargaining Agreements

File: GCF

PROFESSIONAL STAFF HIRING

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

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

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

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

- ~~1. There will be no discrimination in the hiring process due to age, sex, creed, race, color, national origin, disability, sexual orientation or place of residence.~~
- ~~2. The quality of instruction is enhanced by a staff with a wide variation in background, educational preparation, and previous experience.~~
- ~~3. The administrator responsible for the hiring of a staff member (in the case of District wide positions, for the position of Principals, it is the Superintendent; for building based personnel, it is the Principal) is encouraged to establish a representative screening committee when possible. The administrator has the final say in determining who will be hired but it is expected that the screening committee's input will be considered in the decision.~~

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45; 71:55B
Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994
603 CMR 7:00 and 44:00

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

PROFESSIONAL STAFF HIRING

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

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

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

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

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

SOURCE: MASC March 2018

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45
~~Massachusetts Board of Education Requirements for Certification of Teachers, Principals, Supervisors, Directors, Superintendents and Assistant Superintendents in the Public Schools of the Commonwealth of Massachusetts, revised 1994~~
 BESE Regulations 603 CMR 7:00, 26.00, and 44:00

NOTE: School Committees may determine the size and composition of the screening *Greenfield Public Schools*

committee.

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Part-Time Teachers

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

Substitute Teachers

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

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

The School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the School Committee.

Draft 9-8-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

Commented [31]: not sure this top section is needed - this issue is addressed through the staffing policies

Commented [32R31]: That's Greenfield specific language. Not needed.

File: GCG

SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

To the extent possible, the school district 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.

Commented [33]: updated 8/16/2022

The School Committee will set the daily rate of pay for substitute teachers, including extended-term substitutes. The latter will be granted such additional benefits as approved by the School Committee.

SOURCE: MASC

PHILOSOPHY OF STAFF DEVELOPMENT

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

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

1. Planned in-service programs and workshops offered within the school district system from time to time; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within ~~and without~~ the school district system.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. ~~Sabbaticals for graduate study and research~~ as outlined in Collective Bargaining agreements.
5. ~~Payment of tuition for approved courses per negotiated agreement.~~

The Superintendent will have authority to approve or deny released time for conferences and visitations and reimbursements for expenses, provided such activities are within budget allocations for the purpose.

CONTRACT REFS.: Labor Agreement / GEA Contracts language on prior references is Collective Bargaining Agreements

Draft 9-8-04
Adopted 10-27-04

Note: The MASC Reference Manual replaces "school system" with "school district"

SOURCE: Greenfield/MASC

PROFESSIONAL TEACHER STATUS

~~Teachers and certain other professional employees who have served in the School District for three consecutive years shall be entitled to professional teacher status. The Superintendent, upon recommendation of the Principal, may award such status to a teacher who has served in the Principal's school for not less than one year or a teacher who has obtained such status in any other public school district in the Commonwealth. The Superintendent will base his decisions on the results of evaluation procedures conducted according to Committee policy.~~

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

~~A teacher who attains professional teacher status will have continuous employment in the service of the school system. A teacher with professional teacher status whose position is abolished by the School Committee may be continued in the employ of the school system in another position for which he/she or she is legally qualified.~~

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

~~Established by law and Committee policy~~

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

~~Draft 9-8-04~~

~~Adopted 10-27-04~~

Commented [34]: Use MASC

SOURCE: Greenfield

File: GCJ

PROFESSIONAL TEACHER STATUS

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

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

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

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

Established by law and Committee policy

SOURCE: MASC September 2016

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

~~NOTE: Regional school districts should cite M.G.L. 71:42B at this code.~~

File: GCK

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

Commented [35]: 8/16/2022

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 licensure ~~certification~~ and the policies delineated above.

SOURCE: MASC

CONTRACT REF.: Teachers' Agreement

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 [follow what is outlined in the collective bargaining agreement](#) ~~include agreement 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

Draft 10-13-04
Adopted 10-27-04

SOURCE: MASC/Greenfield

Greenfield Public Schools

File: GCQA

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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

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

~~The District will follow all of the requirements of the law in terminating teachers in order to reduce staff, and procedures outlined in the Collective Bargaining Agreement.~~

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

~~CONTRACT REFS.: Collective Bargaining Agreements~~

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [36]: Rec delete - MASC agrees not needed - process is in collective bargaining agreement

File: GCQD

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

~~Professional staff members may discontinue their service in the school district 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.~~

~~CONTRACT REF: — Collective Bargaining Agreement~~

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

Commented [37]: 8/16/2022 recommend deleting this policy statement

Note: The MASC Reference Manual replaces "school system" with "school district"

SOURCE: Greenfield/MASC

Greenfield Public Schools

File: GCQE

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

Commented [38]: recommend deleting this 8/16/2022

Draft 10-13-04
Adopted 10-27-04

SOURCE: MASC/Greenfield

File: GCQF

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

When the Superintendent or a Principal determines that sufficient cause exists that a professional employee be suspended or dismissed from service in the school district 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

CONTRACT REF.: Collective Bargaining Agreement

Draft 10-13-04
Adopted 10-27-04

Note: The MASC Reference Manual replaces "school system" with "school district"

SOURCE: Greenfield/MASC

Greenfield Public Schools

File: GCRD

TUTORING FOR PAY

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

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

Draft 10-13-04

Adopted 10-27-04

SOURCE: Greenfield

Commented [39]: agree

File: GCRD

TUTORING FOR PAY

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

A teacher cannot recommend that one of his or her own students get tutoring, and then be paid to tutor that same student in a second job.

A teacher may not tutor students who are currently in their class. Even if the teacher does not recommend that the current student receive private tutoring, the teacher should not tutor current students.

Teachers and other public employees may not approach a student, or the student's parents/guardians, seeking private tutoring work. A teacher may provide tutoring when the relationship is initiated by the parents/guardians or a student, but, if the student is, or in the future may be, under the teacher's authority, the teacher will need to provide a written disclosure.

A teacher cannot use school resources such as classrooms or materials in connection with a private tutoring business. A public school employee cannot use a school or district website to advertise private tutoring services. Schools cannot send home brochures for a particular tutoring service with the children.

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 or she is to be tutored.

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

LEGAL REF: M. G. L. 268A Mass. Ethics Commission FAQs for Public School Teachers

SOURCE: MASC 2013

NOTE: A teacher cannot tutor in their own district if the district is going to pay for the tutoring unless the district has included a provision in the teachers' collective bargaining agreement providing a set amount of extra pay for tutoring by teachers that will be included in the teachers' regular paychecks.

File: GDA

SUPPORT STAFF POSITIONS

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

The Superintendent will present to the Committee information related to any new positions and the fiscal impact of implementing the position. The Superintendent will maintain a comprehensive set of job descriptions for all positions.

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.

NOTE: Support staff job descriptions and job specifications are available for review in the Superintendent's office.

Draft 10-13-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

File: GDA

SUPPORT STAFF POSITIONS

Education is a cooperative enterprise in which all employees of the school district must participate intelligently and effectively for the benefit of the children. This school district 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.

SOURCE: MASC

File: GDB

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

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

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

Commented [40]: recommended 8/16/2022

The School Committee will assist the Superintendent on setting the rates of pay for personnel not covered by collective bargaining agreements.

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

CONTRACT REFS.: All Contracts

Draft 10-13-04
Adopted 10-27-04

SOURCE: Greenfield

Greenfield Public Schools

File: GDB

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

In establishing rates of pay and levels of compensation 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.

Overtime

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 or designee and only to cover emergency situations. All such work will be assigned on a fair and equitable basis.

Commented [41]: agree

SOURCE: MASC

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

CONTRACT REFS.: All Contracts

NOTE: For the convenience of all concerned, it is suggested that policies relating to the support staff parallel in coding, format, and treatment of negotiated items policies relating to the professional staff.

File: GDBC

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

~~Support staff employees will be paid overtime wages for work performed in excess of their contracted work week.~~

Commented [42]: this exact information is included in the previous policy - delete

~~Every effort must be made to minimize overtime by scheduling duties during the regular workday. Overtime will be authorized only by the Superintendent and/or designee 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~~

~~Draft 10-13-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

File: GDBD

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.~~

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

~~CONTRACT REFS.: All support staff contracts~~

~~Draft 10-13-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [43]: Is this required? If so, can it be included in the support staff hiring policy?

Commented [44R43]: Greenfield specific language. Not needed.

File: GDC

SUPPORT STAFF LEAVES AND ABSENCES

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

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

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

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

~~CONTRACT REFS.: All support staff contracts~~

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [45]: required? it's either in contracts or by law?

Commented [46R45]: Greenfield specific. Not needed.

File: GDCC (also GCCC)

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.~~

Commented [47]: same comments as with the staff GCCC and GCCC-E

Commented [48R47]: Greenfield specific. Not needed.

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

~~Draft 10-13-04
Adopted 10-27-04~~

~~Note: The MASC Reference Manual recodes GCCC and GDCC to GBGF~~

~~SOURCE: Greenfield~~

FAMILY AND MEDICAL LEAVE

A. Leave without Pay

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

File: GDCC-E (also GCCC-E)

- 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—
 - ~~(3)~~(1) Inpatient care in a hospital, hospice, or residential medical care facility, or
 - ~~(4)~~(2) Continuing treatment by a health care provider.
- h. "Spouse" means a husband or wife.
- i. "Twelve Month Period" means the school system's fiscal year.

B. Types of Leave without Pay

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

File: GDCC-E (also GCCC-E)

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

- iv. A statement that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
- (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he/she or she may require, at the School Committees expense, a second opinion. The employee must obtain the opinion of the Director's designated health care provider concerning the information in b. above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
- (3) If the second opinion conflicts with the first, the Director may require, at the School 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 re-licensures at reasonable intervals.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee--
 - (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
 - (2) Shall give the employee's supervisor at least 30 days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
- c. Failure to provide notice as mandated by b. above shall result in the denial of leave until the required notice period has passed.
- d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
- 3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
 - a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least 30 days' notice before the date the leave is to begin. If the date of the birth or replacement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.

File: GDCC-E (also GCCC-E)

- b. Failure to provide notice as mandated by a. above shall result in the denial of leave until the required notice period has passed.
- c. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Director in writing.

C. Special Rules

- 1. Rules Applicable to Instructors in Periods near the Conclusion of the Academic Term: The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.
 - a. If leave without pay begins more than five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that academic term, if—
 - (1) The leave is of at least three weeks duration, and
 - (2) The return to work would occur during the three-week period before the end of the academic term.
 - b. If Parental or Family Medical leave without pay begins within five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that term, if—
 - (1) The leave is of more than two weeks duration, and
 - (2) The return to work would occur during the two-week period before the end of the academic term.
 - c. If Parental or Family Medical leave without pay begins within three weeks before the end of an academic term the Principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
 - d. the extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension the additional time is nevertheless deemed FMLA leave.
- 2. Intermittent Leave and Reduced Leave Schedules:
 - a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position—
 - (1) Which is offered by the Director,
 - (2) For which the employee is qualified,

File: GDCC-E (also GCCC-E)

- (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/she or she must delay the taking of leave until the notice provision is met.
- c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.

3. Benefits during Leave:

- a. While the employee is on leave, the School System shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.
- b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the School System shall, if possible, continue the benefits at the reduced rate permitted for the School System's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave—
 - (1) To be restored to his or her former job, or
 - (2) To be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
- b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.
- c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal requirement that probationary teachers teach at least 160 contractual teaching days during the school year in order to count the year toward the three years of service needed to attain continuing contract status.
- d. The Director may deny restoration to salaried employees who are among the highest paid 10 percent of the School System's employees, if

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File: GDCC-E (also GCCC-E)

- (1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the School System,
 - (2) The Director notifies the employee of the intent of the School System to deny restoration on the basis of economic injury at the time the Director determines that such injury would occur, and
 - (3) If the leave has begun, the employee does not return to work after receiving the notice of intent not to restore him or her.
5. Failure to Return from Leave: The School System may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--
- a. The employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
 - b. The employee fails to return to work for a reason other than—
 - (1) The continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (2) Other circumstances beyond the control of the employee.
6. Prohibited Acts:
- a. No employee of the School System shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
 - b. No employee of the School System shall discriminate against any individual for opposing any practice contrary to this policy.
 - c. No employee of the School System shall discriminate against any individual for
 - (1) Filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
 - (2) Giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
 - (3) Testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

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.

Draft 10-13-04
Adopted 10-27-04
SOURCE: Greenfield

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Greenfield Public Schools

File: GDD

SUPPORT STAFF VACATIONS AND HOLIDAYS

Holidays / Vacations

~~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.~~

~~CONTRACT REFS: All support staff contracts~~

Commented [49]: delete? Based on contracts

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

SUPPORT STAFF VACATIONS AND HOLIDAYS

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 their 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 district.

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, a 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.

Commented [50]: Isn't this the same as the language for professional staff? Do we require separate policies for the two groups?

Commented [51R50]: Greenfield specific. Agree, not needed.

~~Draft 10-13-04~~
~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

File: GDF

SUPPORT STAFF HIRING

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

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

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

||

~~Draft 10-13-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [52]: This is also Greenfield specific policy language.

File: GDI

SUPPORT STAFF PROBATION

Commented [53]: Greenfield specific policy language.

~~Each support staff employee will serve a probationary period of 90 days 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.~~

~~Draft 10-13-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

File: GDI

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~~

~~Draft 10-13-04
Adopted 10-27-04~~

~~SOURCE: Greenfield~~

Commented [54]: Greenfield specific policy language.

File: GDC

Commented [55]: required if related to collective bargaining?

Commented [56R55]: Greenfield specific policy language. Not required.

EVALUATION OF SUPPORT STAFF

~~A program of observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable workloads, 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 Administration.~~

~~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~~

~~Draft 10-13-04
Adopted 10-27-04~~

SOURCE: Greenfield

Greenfield Public Schools

File: GDO

EVALUATION OF SUPPORT STAFF

A program of continuous observation and evaluation will be developed to find the right employees to fill vacancies, determine assignments and equitable workloads, and establish wage and salary policies that encourage employees to put forth their best efforts.

The evaluation will cover the major areas of the employee's responsibilities and their job descriptions.

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

SOURCE: MASC September 2016

CONTRACT REFS.: All support staff agreements

NOTE: Evaluation is an area in which many negotiated agreements contain information directly related to policy. The "contract reference" was added to this policy by the school district to direct the user of the manual to pertinent statements in the negotiated agreement. This type of referencing is only one method for dealing with the content of such agreements.

Commented [57]: This would only apply to non contract employees if there is existing contract language for contracted employees.

File: GDP

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**.

Commented [58]: This wouldn't be relevant to IAs moving to teaching positions or teachers at admin as they would have to resign their previous position?

Commented [59R58]: suggest deletion

Adopted 10-27-04

SOURCE: Greenfield

File: GDQC

RETIREMENT OF SUPPORT STAFF MEMBERS

~~All full time non instructional personnel are required to participate in the Commonwealth of Massachusetts Retirement System or the City of Greenfield Retirement System.~~

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

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

SOURCE: Greenfield

Greenfield Public Schools

File: GDQC

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.

SOURCE: MASC

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

NOTE: Regional school districts should cite M.G.L. 71:16F at this code.

File: GDQD

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.~~

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

~~Draft 10-13-04~~

~~Adopted 10-27-04~~

~~SOURCE: Greenfield~~

File: GDQD

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

Support staff 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.

In the event of failure to perform as required, the Superintendent may immediately suspend or terminate employment depending upon agreement language.

Support staff employees may or may not be given prior notice of their dismissal, depending upon the circumstances.

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

SOURCE: MASC September 2016