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PERSONNEL POLICIES GOALS

The District's specific personnel goals are:

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

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

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

SEXUAL HARASSMENT

I. Introduction

Scope:

This policy applies to all employees of the town, and non-employees, defined to mean its agents, elected and appointed officials, consultants, volunteers and constituents. For the purposes of this document, persons covered will be referred to as employees. It includes but is not limited to policies and procedures to prevent sexual harassment as defined by appropriate state and federal laws and regulations.

Please note that while this policy sets forth our goals of promoting a workplace and government that is free of sexual harassment, the policy is not designed to limit our authority to discipline or take remedial action necessary for conduct which we deem unacceptable, whether or not that conduct satisfies the definition of sexual harassment.

Purpose:

It is the goal of the Town of Weymouth to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace, or in other settings in which employees find themselves in connection with their employment or town business, is unlawful and will not be tolerated by this organization. Further, any retaliation against any individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation will not be tolerated.

To achieve our goal of a workplace free of sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town of Weymouth takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as necessary, including disciplinary action as appropriate.

II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"Sexual harassment" means sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) Such advances, requests or conduct which have the effect of unreasonably interfering with an individual's work by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or inferred requests or conduct by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment. Promises of appointment, favorable voting at meetings or resolution of issues with the Town in exchange for sexual favors also constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to male or female employees may also constitute sexual harassment.

While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances including the severity of the conduct and the pervasiveness.

- Unwelcome sexual advances whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comments regarding one's individual body, comments about an individual's sexual activity, deficiency, or prowess;

- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experience; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against a person for cooperating with an investigation into sexual harassment is unlawful and will not be tolerated by the Town of Weymouth.

III. Complaints of Sexual Harassment

If any employee believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with the Town of Weymouth. Any person who needs information on the complaint process, has questions regarding the sexual harassment policy, or needs further information may contact the Equal Employment Opportunity Officer. The Human Resources Coordinator is the Equal Employment Opportunity Officer for the Town, reporting to the Director of Human Resources.

If you would like to file a complaint you may do so with your supervisor, or department head and by contacting THE HUMAN RESOURCES COORDINATOR, WHO IS THE TOWN OF WEYMOUTH'S EQUAL OPPORTUNITY EMPLOYMENT OFFICER, HUMAN RESOURCES DEPARTMENT, 75 MIDDLE STREET, EAST WEYMOUTH, MA 02189, 781-335-2000, X 410.

IV. Supervisor's Responsibilities

Each supervisor is required to communicate to each subordinate the Town's policy against sexual harassment and make sure all persons under his or her supervision receives a copy of this policy annually. Also, he or she has to report all cases of sexual harassment for investigation to the department head and to the Equal Employment Opportunity Officer.

V. Sexual Harassment Investigation

File: GBAA

When we receive the complaint, we will promptly investigate the allegations in a fair and expeditious manner. The investigation will be conducted in such way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will interview the person alleged to have committed the sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

VI. Disciplinary Action

If it is determined that inappropriate conduct has been committed by an employee, we will take such action as appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include other such forms of disciplinary action as we deem necessary under the circumstances.

The Human Resources Department shall handle all complaints against elected or appointed officials. If a complaint is filed against an elected official the meeting shall be held in conjunction with the elected board on which the alleged offender serves. Alleged offender(s) and the person filing the complaint shall be informed of this meeting in writing.

VII. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the agencies listed below. Using our complaint process does not limit you from filing a complaint with these agencies. Each of these agencies has a limited time period for filing a claim (EEOC 180 days and MCAD 6 months).

The United State Equal Employment Opportunity Commission (EEOC)
1 Congress St 10th Floor
Boston, MA 02114
(617) 565-3200

The Massachusetts Commission against Discrimination (MCAD)
One Ashburton Place - Rm. 601
Boston, MA 02108
(617) 727-3990

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/her duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.

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

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

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 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.

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

GIFTS TO AND SOLICITATIONS BY STAFF

Employees of the Weymouth Public Schools will not accept gifts from students except as such gifts represent a token of regard. Even token giving is not to be encouraged.

Students will not be asked to contribute money or materials for class or group gifts either to an individual or to an organization without the approval of the Principal.

All employees are prohibited from accepting things of material value from companies or organizations doing business with the schools. Exception to this policy would pertain to minor items that are generally distributed by companies through public relations programs.

No organization or individual may solicit funds from staff members or students without the approval of the Principal.

No staff member may solicit funds from any organization without prior approval from the Principal and/or District Administrator.

No one may distribute flyers, or other informational/promotional material related to fundraising for non-school programs, through the schools without the approval of the Superintendent.

All employees need to recognize that all materials accepted and/or solicited become property of the Weymouth Public Schools upon acceptance.

No WPS staff member may do any fundraising or solicit funds from any organization without prior approval from the Principal and/or District Administrator.

WPS employees need to let their Building Principal know when funds or materials purchased from funds have been received.

Principals or District Administrator will notify the Superintendent's Office of all items / funds that have been received by the last business day of each month. This running list will be kept until it is determined when they will be given to the School Committee to accept.

This list will be accepted at a School Committee meeting at least twice a school year.

Individuals shall not contact staff while they are teaching or otherwise engaged in their responsibilities in the school.

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

Approved by School Committee: 3/10/16

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

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

SMOKE-FREE SCHOOL POLICY

The Educational Reform Law and School Committee policy prohibit the use of any tobacco products within the school buildings, school facilities, or on the school grounds or school buses by any individual including school personnel. Any violation of this policy by staff shall be referred to the appropriate supervisor. First time violators shall be fined \$100 and receive a verbal warning. A second offense will result in a \$100 fine and a written warning by the immediate supervisor, with a copy being placed in the personnel file. Further violations will result in referral of the employee to the Superintendent of Schools for implementation of progressive discipline.

LEGAL REF.: M.G.L. 71:37H
 M.G.L. 270:22(m)(1,2)

CROSS REF.: ADC, Smoking on School Premises

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.

Prospective employees will be required to have a pre-employment physical as stipulated by the Town of Weymouth Human Resources Policy and Procedures. Additional physical examinations will also be required of drivers and food handlers as law or state regulations require.

The Superintendent may require an employee to submit to a physical examination by a physician appointed by the school 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, Safety Program
GCBF, Professional Staff Fringe Benefits
GDBF, Support Staff Fringe Benefits

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

During the time that students are in school or on school grounds, there will be no activity by teachers or other school employees which would favor the candidacy of any person seeking political elective office in any town, state, or national election.

Activity is defined as speaking in favor of or in opposition to any candidate, requesting students to speak in favor of or in opposition to any candidate, soliciting students or other school employees to distribute or take home bumper stickers, literature, or displaying materials favoring a particular candidate.

The above does not preclude any employee from displaying bumper stickers on private vehicles, nor does it preclude the discussion of elections or candidates in such classes as social studies so long as there is no support or opposition expressed in any way for a particular candidate by the teacher and so long as students are not prompted by the teacher or other employee to speak for or against any candidate.

Any teacher or school employee participating in any activity described above will be subject to disciplinary action.

PERSONNEL RECORDS

The Superintendent is authorized and directed to develop and implement a comprehensive and efficient system of personnel records using the following guidelines:

- A personnel file for each employee, certified and non-certified, shall be accurately maintained in the administrative office.
- All personnel files of individual employees of the Weymouth Public School shall be considered confidential. They shall not be open for public inspection. The Superintendent or his/her designees shall take necessary steps to safeguard unauthorized access to confidential material.
- Directories or lists of district employees' names, addresses and telephone numbers may be made available to employees only as a private document and the district shall not otherwise release such lists except as required by court or governmental agencies for official reports.

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

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.

All staff are to be treated equally without regard to sex, race, religion, national origin, disability or sexual orientation, as required by Title IX, Section 504, and Chapter 622 regulations.

The following grievance procedures have been established for employees who wish to register complaints.

Level One: An employee who has a complaint shall meet with his/her immediate supervisor or building principal within fifteen (15) school days of the event giving rise to the complaint or within fifteen (15) school days of the time when the employee should have reasonably known of its occurrence. The employee shall state the nature of the grievance and the remedies sought. The supervisor/principal shall investigate and submit a resolution of the issue to the grievant within fifteen (15) school days.

Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within fifteen (15) school days, said grievant may file, within fifteen (15) school days, a formal complaint, in writing, to the Assistant Superintendent as the district's Civil Rights Coordinator. The written complaint shall include the nature of the grievance, the names of involved parties or witnesses and remedies sought. The Assistant Superintendent will fully investigate the complaint and submit a report of the findings, within fifteen (15) days of the filing of the grievance. The report shall include a decision relative to resolution and be disseminated to the claimant, other parties named in the grievance, the Superintendent of Schools and the School Committee.

Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) school days, said grievant may file, within fifteen (15) school days, an appeal, in writing, to the Superintendent of Schools. The appeal to the Superintendent shall contain the details of the grievance, the decision rendered at Level Two and remedies sought. Within fifteen (15) school days of receipt of the appeal, the Superintendent will render a decision, in writing, as to the disposition of the appeal.

Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days, said grievant may file, within fifteen (15) school days, an appeal, in writing, to

the Weymouth School Committee. The written appeal shall set forth the details of the grievance, the decision rendered at Level Three and remedies sought. Within thirty (30) days of submission of the written appeal, the School Committee will meet with the grievant in an effort to settle the grievance.

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

CONTRACT REFS.: All Contract Agreements

PROFESSIONAL STAFF POSITIONS

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

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

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers and others who have collective bargaining contracts:

The School Committee will adopt a salary schedule for personnel as part of the contract negotiated with the specific bargaining unit.

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 administrators. It is the responsibility of the Superintendent to present evidence to the School Committee to support recommendations for merit increases. The Superintendent may, upon the request of the Committee, survey other school systems to determine salaries being paid for comparable positions in each system. The survey will include the effective date of the specified salary.

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

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF PRINCIPALS

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

Contracts issued to principals will 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.

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 must annually submit, with the school council, the educational goals, school improvement plan or progress report for the school building(s) under his/her direction.

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.

LEGAL REF.: Collective Bargaining Agreement

PROFESSIONAL STAFF FRINGE BENEFITS

NOTE: This is an area that is generally covered by the terms of contracts negotiated with recognized bargaining units. In most instances, a note referring the reader to the pertinent contract(s) (with article and/or section number, if desired) would be appropriate.

However, if there are separate policies on fringe benefits for professional staff members who are not members of a recognized bargaining unit, staff insurance plans to which the school system contributes, tuition refunds, and other special benefits would then be included here.

NOTE: If a Principal's contract makes reference to benefits consistent with school policy then this is where the benefits would be listed.

CROSS REF.: GBGB, Staff Personal Security and Safety

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."

FAMILY AND MEDICAL LEAVE ACT POLICY

The Town of Weymouth establishes the foregoing policy in compliance with the federal Family and Medical Leave Act of 1993 (FMLA). The Town shall utilize the terms and definitions of the FMLA.

Where the FMLA and the federal American with Disabilities Act of 1990 (ADA) conflict, the Town shall defer to the act according the employee the most protection.

FMLA leave is provided to employees of the Town of Weymouth for care associated with birth, adoption, or foster care placement of a child; to care for a family member or household member who has a serious health condition; or when the employee is unable to work because of a serious health condition.

Definitions Section:

Parent - The term "parent" means biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

Son or Daughter - The term "son or daughter" means a biological, adopted or foster child, a stepchild, a legal ward, or a child (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability , or of a person standing in loco parentis.

Spouse - The term "spouse" means a husband or wife, as the case may be.

Health Care Provider - The term "health care provider" means (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or (b) any other person determined by the Secretary of Labor to be capable of providing health care services.

Serious Health Condition - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

Reduced Leave Schedule - The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, for an employee.

Equivalent Position - The term "equivalent position" means the position must have the same pay, benefits and working conditions including privileges, and status. It must involve the same or substantially the same duties, and also must entail equivalent skill, effort responsibility and authority.

EFFECTIVE DATE: August 5, 1993

ELIGIBILITY: Employees who have 12 months continuous service and have worked at least 1,250 hours the previous 12 months.

BENEFITS PROVISIONS:

- Provides 12 weeks of unpaid, job protected leave. *The 12 weeks may be taken intermittently or on a reduced leave schedule during a rolling 12 month period. (as defined in the federal regulations).

Prior to the commencement of the employee's leave, the Town, through either the employee's department head or Human Resources Director, shall notify the employee of whether the leave has been designated family and medical leave.

- Provides continuation of medical coverage during FMLA leave. Employees must make arrangements with the Treasurer to continue payment for their share of insurance etc.; if payments are made during leave it can be either via payroll (if they are still on payroll) or by personal check if off payroll.
- Sick leave is payable during FMLA leave upon request by the employee, subject to the discretion of the Department Head.
- There is a presumption of sick leave during the initial eight (8) weeks for birth of a child only; use of sick leave beyond this period must be based upon medical evidence, submitted by the employee's physician (presumption is for the father as well as the mother).
- FMLA leave may run concurrent with paid sick leave. Prior to the commencement of the employee's family and medical leave, the Town, through either the employee's department head or the Human Resource Director, shall notify the employee of whether paid leave has been allocated to the family medical leave.
- Use of vacation time does not count toward available leave.
- The employee must provide the employer 30 days notice when FMLA

leave is foreseeable. When the leave is unforeseeable the employee will give notice within no more than one or two working days of learning of the need for the leave. If the leave is unforeseeable due to medical emergency, the employee must give notice as soon as practical by telephone or any electronic means. If the employee is unable to give such notice, then the employee's spouse, family member or other responsible party may give the notice.

- Sick time, personnel time and vacation time may be used, subject to the discretion of the Department Head.
- All FMLA leave must be approved two weeks in advance for the birth, adoption, or foster care placement for a child. Employees must provide medical verification within five business days from commencement of medical leave by the health care provider of the employee, or the employee's family or household member. The employer, at its own expense, may require the employee to obtain the opinion of a second health care provider. Said second health care provider shall be designated or approved by the employer, but who is not employed on a regular basis by the employer. If the two opinions differ, the employer may require again, at its expense that the employee obtain the opinion of a third health care provider who is designated or approved jointly by the employer and employee.

On return from leave the employee is entitled to be restored to the position of employment held by the employee when leave commenced; or to be restored to an equivalent position with the equivalent benefits, pay, and other terms and conditions of employment. Restoration to the same job, pay and benefits upon return from leave is subject to benefit reductions, adverse actions, or layoffs as if employed during the FMLA leave period.

Sick time and vacation time will be administered in accordance with the Town's personnel policies contained within the General By-laws, and the various collective bargaining agreements.

IF EMPLOYEE DOES NOT RETURN TO WORK

An employee is liable to the Town of Weymouth for medical insurance premiums during leave period, or retroactive termination of benefits to beginning of leave period unless employee returns to work for at least 30 days after the leave ends.

REQUESTING FMLA LEAVE

An employee must complete a FMLA leave Request Form, including the reasons associated with the leave request, with a signed approval by his or her department head.

The leave is not approved until the request is returned approved by the Principal or Superintendent, and when such a position is created.

The employee's privacy will be protected. Only those people who need to know, such as the employee's direct supervisor or department head shall be aware of the employee's FMLA leave and the reason therefore, if necessary for them to know the reason.

PROFESSIONAL STAFF VACATIONS AND HOLIDAYS

Vacations

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

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

Holidays

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

RECRUITMENT AND SELECTION OF ADMINISTRATIVE POSITIONS

Philosophy

Through this policy, the School Committee and Administration affirm their commitment to the importance and significance of the selection of administrative personnel of the highest caliber. The intent of this policy is to provide a broad base for fair and competitive candidacy for all such appointments.

Objective

The goal of this policy is to seek out and identify the best possible candidates for administrative positions. To achieve this goal, the following procedure has been developed to screen candidates. The procedure applies to candidates from outside the system and from within the system. Therefore, it will not be assumed that individuals appointed to the position as “acting” will have any advantage or disadvantage in seeking the same position permanently. “Administrative positions” shall include central office administrators, principals, associate principal, assistant principals, deans, housemasters, directors, coordinators, and other positions as determined by the School Committee.

Procedure

- A. When the Administration seeks the authority of the School Committee to post a vacancy, direction will also be sought from the Committee relative to the extent of advertising to be utilized in the interest of soliciting qualified applicants.
 - 1. Internally – to include posting of job specifications and responsibilities in each school, the Administration Building, and the Weymouth Teachers’ Association Office.
 - 2. Externally – to include local newspapers, professional organizations, the town’s Affirmative Action Officer, and to minority professional publications.
- B. All qualified personnel will be given an equal opportunity to make application for such positions. The selection process will give due weight to the professional background and attainments of all applicants, and other personal and professional factors relevant to

the position. Appointments will be made not later than sixty (60) days after the closing date for application.

- C. When attempting to fill the position of Principal, Associate Principal, Assistant Principal, Dean or Housemaster, the School Council for that particular building may be asked to assist with the screening process. In the case of a principalship, the exiting Principal may serve as a member of the screening committee, but may not serve as chair. Screening committees may be established by the Superintendent to assist in the process of filling other building or system vacancies. The School Committee will determine the process for filling the position of Superintendent of Schools, Associate/Assistant Superintendent and School Business Administrator.
- D. If appointed to assist in filling a vacancy, a screening committee may advertise an open public meeting to solicit input, and identify issues and concerns from the community. This meeting will take place prior to the final application date.
- E. Confidentiality – Because of the very sensitive nature of the screening committee's task and the harm which could result from breach of confidentiality, absolute confidentiality must be maintained regarding a screening committee's deliberations and the names and credentials of the applicants, both during the tenure of the committee and after the committee has completed its work and been dissolved.
- F. A screening committee may review applications and interview candidates. Not later than thirty (30) days after the application deadline, the screening committee may submit the names of the finalists (at least three and no more than five) to the Superintendent, who will review these applications and interview the finalists. The Superintendent may add finalists after consultation with the screening committee. The screening committee may request an extension of the thirty (30) day deadline.
- G. The School Committee may waive specific requirements for a given position at the request of the Superintendent. However, if a waiver is granted, then the position shall be reopened under the procedure set forth above. Special notice to reapply shall be given to applicants disqualified under the original requirements.

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 an 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 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.

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

EMPLOYMENT ELIGIBILITY VERIFICATION

The Weymouth Public Schools' administrator most directly responsible for recommending employment is required to oversee the completion of Section 1 of Form I-9 and to examine evidence of eligibility needed for completion of Section 2 of Form I-9 for that administrator's completion of certification of eligibility for employment. If the employee does not provide a document contained in List A to establish identity and employment eligibility, the employee must produce one document contained in List B and one document contained in List C.

All completed Forms I-9 will be filed at the Administration Building for inspection by an Immigration and Naturalization Service of Department of Labor officer upon request. Forms I-9 will be maintained a minimum of three years or for at least one year after the person leaves employment.

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

The Superintendent shall maintain or cause to be maintained a list of qualified substitute teachers who will be called to replace regular teachers who are absent. A supplementary list of persons with degrees will also be maintained who will be called when the list of qualified persons has been exhausted.

The Superintendent shall organize a system whereby teachers and administrators provide notice of absence because of illness and the need for substitute coverage.

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. Long-term substitutes' rate of pay is determined in the Collective Bargaining Agreement with the Weymouth Teacher's Association. The latter will be granted such additional benefits as approved by the School Committee.

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 system from time to time; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within and without the school system.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. Leaves of absence for graduate study, research, and travel.
5. Partial payment of tuition for approved courses.

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

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/her 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 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 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

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

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

Professional staff will not be assigned to a school in which another immediate family member is responsible for supervision and/or evaluation.

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 include self-evaluation, supervisor initiated observations, and teacher-initiated observations.

The summative 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 summative evaluation will be signed by both parties and incorporated into the personnel files of the teacher or administrator. In addition, the individual and his/her department chairman (if applicable) will receive a signed copy. The signature should indicate that the evaluation has been read and discussed.

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

CONTRACT REF.: Teachers' Agreement

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

EVALUATING ADMINISTRATIVE PERSONNEL

Evaluation of the administrative staff is a cooperative process intended to improve the quality of education and the effectiveness of the school administration. Evaluation includes assessment of the administrator's instructional leadership, organizational leadership, administrative management style, promotion of equity and appreciation of diversity, effective relationships with people and fulfillment of professional responsibilities.

Objectives

1. To improve the quality of education offered to the children in the Weymouth Public Schools.
2. To determine the individual needs of the administrator and to provide a specific, constructive plan to meet these needs.
3. To provide an assessment of an administrator's professional attitude, behavior and skills in the areas of instructional leadership, organizational leadership, administrative and management style, promotion of equity and appreciation of diversity, effective relationships with people and fulfillment of professional responsibilities.
4. To provide the Superintendent with a method for monitoring administrative practices in the schools and to make recommendations for improvement.

Overview

This evaluation of administrators is a cooperative process in which both the evaluator and the person being evaluated establish goals for the coming school year. The goals must tie directly to the Principles of Effective Administrative Leadership. During the school year these persons communicate with each other regarding the attainment of these goals. At the year's end the evaluator assesses the level of performance and the degree to which these goals have been met. This assessment is filed in the personnel file and serves as a basis for the subsequent year's goal-setting process in a cyclic manner.

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

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

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

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

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

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

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

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

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.

If a parent or guardian requests assistance with procuring tutoring services, the principal or director of counseling services may give the parent/guardian a list of persons who are willing to tutor.

If an employee of the Weymouth Public Schools engages in tutoring as defined above, those services may not be administered in a building under the jurisdiction of the Weymouth School Department.

SUPPORT STAFF POSITIONS

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

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

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

SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS

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

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

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

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

CONTRACT REFS.: All Contracts

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

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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

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

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

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

SUPPORT STAFF FRINGE BENEFITS

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

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

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

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

CONTRACT REF.: All support staff contracts

SUPPORT STAFF LEAVES AND ABSENCES

Leaves and absences accorded to their support staff will be for the purposes of helping them maintain their physical health, take care of family and other personal emergencies, and discharge important and necessary obligations.

All requests for long-term leaves of absence will be submitted by the Superintendent, along with his/her recommendation, to the School Committee for its action.

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

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

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

CONTRACT REFS.: All support staff contracts

File: GDE

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

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

The recruitment and selection of candidates for such positions will be the responsibility of the Principal for building based positions, and Superintendent for district-wide positions, who will confer with Principals and other supervisory personnel, as appropriate, in making a selection.

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

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

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

CONTRACT REFS.: All Support Staff

File: GDK

SUPPORT STAFF TIME SCHEDULES

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

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

EVALUATION OF SUPPORT STAFF

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

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

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

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

CONTRACT REF.: All support staff agreements

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/her supervisor or Principal and will receive a copy of each. At the completion of the appraisal period, the employee will be notified of continued employment in his/her new position or reinstatement in his/her former one.

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.

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

The Superintendent or the Principal may suspend employees from their assignments.