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Note: Administrative Guidelines are not School Committee Policy. Guidelines are developed as a result of School Committee Policy. Such Guidelines are denoted (-P).

PERSONNEL POLICIES GOALS

The Reading Public Schools' 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 and leadership potential.
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.

Adopted by Reading School Committee on August 24, 2006

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

EQUAL EMPLOYMENT OPPORTUNITY

The Reading 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, gender identity, national origin 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.

Adopted by Reading School Committee on August 24, 2006
Revised and Adopted by the Reading School Committee on April 8, 2013

LEGAL REF.: 603 CMR 26:08

CROSS REF: AC, Nondiscrimination

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 are encouraged to visit all of the schools and those interested in visiting schools or classrooms should inform the Superintendent of such visits who will 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.

Note: Nothing in the above policy is meant to limit or replace a member's access to the school to which his/her child(ren) attends. In such case, the member shall enjoy all the rights and privileges as a parent of a child who attends the school.

Adopted by Reading School Committee on September 11, 2006

STAFF ETHICS / CONFLICT OF INTEREST

The Reading 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.

In order to avoid the appearance of any possible conflict, it is the policy of the Reading School Committee that no employee should be hired who is related to any member of the Reading School Committee or who is related to any administrator of the school district without proper disclosure as prescribed by law. This provision will not affect anyone currently employed in the district may be related to either a Reading School Committee member or an administrator but no promotions or hiring in the future will be exempt from this provision. Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time will any administrator responsible for the supervision and/or evaluation of any employee, be directly related to him/her.

Adopted by Reading School Committee on August 24, 2006

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 Reading 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. Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students.
2. Faithfulness and promptness in attendance at work.
3. Support and enforcement of all policies of the committee and their implementing regulations and school rules in regard to students.
4. Diligence in submitting required reports promptly at the times specified.
5. Diligence in providing students with appropriate, prompt, regular, and ongoing assessments of their conduct and learning.
6. Care and protection of school property.

Adopted by Reading School Committee on August 24, 2006

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

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 Reading School Committee urges them to find modes of expression that do not involve personal gifts. Employees are responsible for being aware of and adhering to the Massachusetts Code of Ethics for public employees and the code of ethics that applies to their profession.

In keeping with this policy, no employee of the Reading 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 Reading 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 Superintendent approval. Whenever such solicitations are made, no pressure will be exerted to obtain contributions even though the drive is one that the Superintendent has specifically approved.

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

Adopted by Reading School Committee on August 24, 2006

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

DRUG-FREE WORKPLACE POLICY

The Reading Public Schools 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 violations 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 workplace; 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 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.

Adopted by Reading School Committee on August 24, 2006

Revised and Adopted by the Reading School Committee on July 27, 2016

LEGAL REFS: The Drug-Free Workplace Act of 1988

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

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.

Adopted by Reading School Committee on August 24, 2006

LEGAL REF.: M.G.L. 71:37H
M.G. L. 71:2A

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

Adopted by Reading School Committee on August 24, 2006

LEGAL REF.: M.G.L. 71:44

PERSONNEL RECORDS

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

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

Adopted by Reading School Committee on August 24, 2006

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.: Public Right To Know

Reading Public Schools

STAFF COMPLAINTS AND GRIEVANCES

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

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

Channels established will provide for the following:

1. That teachers and other school employees should first attempt to resolve concerns and/or differences through the Principal and/or their immediate supervisor.
2. That teachers and other school employees may appeal a ruling of a Principal or other administrator to the Superintendent or designee.
3. 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 School Committee action would be in conflict with that law.
4. That all hearings of complaints before the Superintendent/designee 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.

Adopted by Reading School Committee on August 24, 2006

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. 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.

Adopted by Reading School Committee on August 24, 2006

PROFESSIONAL STAFF SALARY SCHEDULES

Teachers

The Reading 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 Other Administrators

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. Each year, the School Committee may allocate an amount that the Superintendent may use to reward extraordinary services of administrators/directors.

Adopted by Reading School Committee on August 24, 2006

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

CONTRACT REF.: Teachers' Agreement

EMPLOYMENT OF ADMINISTRATORS AND DIRECTORS

Administrators and Directors refer to, but are not limited to, the following positions: Assistant Superintendent, Director of Human Resources and Finance, Director of Special Education, Principal, Assistant Principal, Director of Food Services, Director of Nursing, Director of Facilities, Assistant Director of Facilities, Special Education In-District Program Supervisor, Computer Network Manager, Elementary Curriculum Coordinator, METCO Director.

Administrators and Directors shall be employed by the Reading Public Schools under individual contracts of employment. Said contracts shall be negotiated between the Superintendent and Administrator/Director. The School Committee may develop guidelines for the Superintendent regarding the terms and conditions for compensation and benefits of such contracts.

Contracts issued to Administrators/Directors will be up to three years in length, and may be reissued/renegotiated by the Superintendent, provided that the Superintendent may employ an Administrator/Director under the terms and conditions of the previous contract of employment.

As a condition of employment, each Administrator/Director must maintain current applicable licensure; adhere to the policies and goals of the School Committee, adhere to applicable Federal, State, and local law, regulations, and ordinances, and adhere to the directives of the Superintendent and assigned supervisor.

Adopted by Reading School Committee on August 24, 2006

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.

Adopted by Reading School Committee on August 24, 2006

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

CROSS REF.: GCCC-E/ GDCC-E

FAMILY AND MEDICAL LEAVE

A. Leave without Pay

1. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness, the illness of a spouse, child, or parent, or the birth or adoption of a child.
2. The employee's immediate supervisor may authorize leave without pay for up to two (2) days per year. Only the Director may approve leave without pay beyond two (2) days per year. An employee requesting leave without pay for more than two (2) days must put the request in writing.
3. An employee is not entitled to leave without pay unless
 - a. that employee has been employed for at least twelve (12) months by the School Committee and
 - b. that employee has worked at least 1250 hours in the previous 12 month period.
4. Extent of leave:
 - a. An eligible employee may take up to twelve weeks of leave total during a twelve month period, including any paid leave used. The employee must exhaust all available paid vacation leave and personal leave before being entitled to take leave without pay.
 - b. In any case where both husband and wife work for the School Committee, parental leave or family medical leave to care for a sick parent is limited to twelve work weeks total for the husband and wife. Except as otherwise provided, the husband and wife may divide the twelve work weeks 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 Human Resources and Finance or the designee of the Superintendent.

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

B. Types of Leave without Pay

- 1. **Personal Medical Leave without Pay:** The Director may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.
 - a. An employee must exhaust all available sick leave, including leave from the sick leave bank, before taking leave without pay.
 - b. **Licensure:**
 - (1) The Director may require a licensure from the employee's health care provider, stating—
 - 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 or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of the Director's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee
 - (3) If the second opinion conflicts with the first, the Director may require, at the School Committee's expense, a third opinion. The health care provider shall provide a report concerning information in b., above. The provider shall be final and binding on the School Committee and the employee.
 - (4) The Director may require an employee on medical leave without pay to provide relicensures at reasonable intervals.
- c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
- (1) Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School System, subject to the approval of the employee's health care provider.
 - (2) Shall give the employee's supervisor at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave without pay, except that if the date of treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
- d. Failure to provide notice as mandated by c. above shall result in the denial of leave until the required notice period has passed.
- e. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
- f. Before the employee may resume work, the employee must present his or her supervisor with written licensure from the employee's health care provider that the employee is able to resume work.

2. Family Medical Leave without Pay: The Director may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.
 - a. Licensure:
 - (1) The Director may require a licensure from the health care provider for the spouse, child, or parent, as the case may be, stating—
 - i. The date on which the health condition began,
 - ii. The probable duration of the condition,
 - iii. The appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. A statement that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
 - (2) If the Director has reason to doubt the validity of the licensure provided by the employee's health care provider, he or she may require, at the School 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 Committees expense, a third opinion. The health care provider shall provide a report concerning information in b., above. The provider shall be final and binding on the School Committee and the employee.
 - (4) The Director may require an employee on medical leave without pay to provide relicensures at reasonable intervals.
 - b. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) Shall make a reasonable effort to schedule the treatments to as not to disrupt unduly the operations of the School System, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and

- (2) Shall give the employee's supervisor at least 30 days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
 - c. Failure to provide notice as mandated by b. above shall result in the denial of leave until the required notice period has passed.
 - d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
 3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
 - a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least 30 days' notice before the date the leave is to begin. If the date of the birth or replacement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable.
 - b. Failure to provide notice as mandated by a. above shall result in the denial of leave until the required notice period has passed.
 - c. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Director in writing.

C. Special Rules

1. Rules Applicable to Instructors in Periods Near the Conclusion of the Academic Term: The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.
 - a. If leave without pay begins more than five weeks before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that academic term, if:
 - (1) The leave is of at least three weeks duration, and
 - (2) The return to work would occur during the three-week period before the end of the academic term.
 - b. If Parental or Family Medical leave without pay begins within five weeks

before the end of an academic term, the Principal may require the employee to continue taking leave until the end of that term, if:

- (1) The leave is of more than two weeks duration, and
 - (2) The return to work would occur during the two-week period before the end of the academic term.
- c. If Parental or Family Medical leave without pay begins within three weeks before the end of an academic term the Principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
- d. The extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension the additional time is nevertheless deemed FMLA leave.
2. Intermittent Leave and Reduced Leave Schedules:
- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Director may require the employee to transfer temporarily to an available alternate position—
 - (1) Which is offered by the Director,
 - (2) For which the employee is qualified,
 - (3) Which has equivalent pay and benefits, and
 - (4) Which better accommodates recurring periods of leave than the regular employment position of the employee.
 - b. If a teacher does not give the School Committee the required 30 days notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.
 - c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.
3. Benefits during Leave:
- a. While the employee is on leave, the School System shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.

- b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, the School System shall, if possible, continue the benefits at the reduced rate permitted for the School System's payment alone. If such a reduced rate is not possible, then the employee shall be excluded from the group health plan.
4. Employment and Benefits upon Return to Work:
- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave—
 - (1) To be restored to his or her former job, or
 - (2) To be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began.
 - c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal requirement that probationary teachers teach at least 160 contractual teaching days during the school year in order to count the year toward the three years of service needed to attain continuing contract status.
 - d. The Director may deny restoration to salaried employees who are among the highest paid 10 percent of the School System's employees, if
 - (1) Such denial is necessary to prevent substantial and grievous economic injury to the operations of the School System,
 - (2) The Director notifies the employee of the intent of the School System to deny restoration on the basis of economic injury at the time the Director determines that such injury would occur, and
 - (3) If the leave has begun, the employee does not return to work after receiving the notice of intent not to restore him or her.
5. Failure to Return from Leave: The School System may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if:

- a. The employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
 - b. The employee fails to return to work for a reason other than—
 - (1) The continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
 - (2) Other circumstances beyond the control of the employee.
6. Prohibited Acts:
- a. No employee of the School System shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
 - 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.

Adopted by Reading School Committee on August 24, 2006

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.

MASSACHUSETTS FAMILY AND MEDICAL LEAVE

As used in this section, terms shall have the meanings assigned to them by the federal act, notwithstanding any contrary provision of section 1 of this chapter. In addition, the following terms shall have the following meanings:

“Elderly relative”, an individual of at least 60 years of age who is related by blood or marriage to the employee, including a parent.

“Federal act”, sections 101 to 105, inclusive, of the Family and Medical Leave Act of 1993, 29 U.S.C. sections 2611 to 2615, inclusive, as it may be amended.

“School”, a public or private elementary or secondary school; a Head Start program assisted under the Head Start Act, 42 U.S.C. sections 9831 et seq.; and a children’s day care facility licensed under chapter 28A.

An eligible employee shall be entitled to a total of 24 hours of leave during any 12-month period, in addition to leave available under the federal act, to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

Unless this section provides otherwise, the terms of the federal act shall apply to leave under this section. As provided in section 102(d)(2)(A) of the federal act, 29 U.S.C. section 2612(d)(2)(A), an eligible employee may elect, or an employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave of the employee for any of the leave provided under this section, but nothing in this section shall require an employer to provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave. Leave under this section may be taken intermittently or on a reduced leave schedule.

If the necessity for leave under this section is foreseeable, the employee shall provide the employer with not less than seven days’ notice before the date the leave is to begin. If the necessity for leave is not foreseeable, the employee shall provide such notice as is practicable.

An employer may require that a request for leave under this section be supported by a certification issued at such time and in such manner as the attorney general may by regulation require.

The attorney general shall enforce this section, and may obtain injunctive or declaratory relief for this purpose. Violation of this section shall be subject to the second paragraph of section 150 and to section 180.

Adopted by the Reading School Committee on August 24, 2006

Leg. Ref.: M.G.L. 149:52D

DOMESTIC VIOLENCE LEAVE POLICY

It shall be the policy of the Reading Public School District to permit employees who are victims of abusive behavior, or who have a family member who is a victim, to take up to fifteen (15) days of domestic violence leave from work in any 12 month period (July 1 through June 30). Abusive behavior” is any behavior constituting “domestic violence,” stalking, sexual assault or kidnapping. “Domestic violence” is “abuse” directed against an employee or his or her family member by a current or former spouse; a relative by blood or marriage; a person with whom the employee or the family member shares a child; a current or former cohabitant of the employee or the employee’s family member; or a person with whom the employee or family member had a dating or engagement relationship. “Abuse” encompasses a wide range of conduct, such as causing or attempting to cause physical harm, forced sexual activity, mental abuse, and restraint of liberty. The Reading Public Schools is prohibited by law from making requested or taken domestic violence leave contingent upon whether or not the victim maintains contact with the alleged abuser. An employee is not entitled to the leave if he or she is the alleged perpetrator of the abusive behavior.

Some examples of permissible reasons for domestic violence leave include the need to seek medical treatment, counseling, victim services or legal assistance; to secure housing; to appear in court or obtain a protective order; to meet with law enforcement officials; and to attend child custody proceedings.

Employees are required to exhaust all accrued leave (personal, sick, vacation, etc.) prior to requesting or taking domestic violence leave. Domestic violence leave is unpaid.

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave and appropriate documentation shall be required. In cases of imminent danger, the employee is required to notify his/her supervisor of his/her absence within three (3) work days that the leave was taken or is being taken and provide documentation as identified in this policy. 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.

In the case of an unscheduled absence that is taken due to domestic violence, the employee has a thirty (30) day period after the absence to produce required documentation. An employee shall satisfy this documentation requirement by providing anyone of the following documents to the employer:

- (1) a protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee’s family member;

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

The employee will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. No employment action will be taken within these time periods pending receipt of appropriate documentation. If an employee is unable to produce documentation, the absence will be considered unauthorized and will be addressed outside of this policy. Such documentation will be kept strictly confidential and will not be placed in the employee's personnel file.

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 Reading Public Schools will not 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. The Reading Public Schools will not discharge or in any other manner discriminate against an employee for exercising the employee's rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee's return from such leave, he/she shall be entitled to restoration to the employee's original job or to an equivalent position.

The Superintendent shall ensure that notice is provided to all employees of their rights under the An Act Relative to Domestic Violence law by inclusion of such information in the district's employee handbook or by direct notice.

Reference: M.G.L. c.149, section 52E

Adopted by the Reading School Committee on August 31, 2015

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 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 through contract negotiations.

Adopted by Reading School Committee on August 24, 2006

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. In addition, school councils may review personnel requirements as a means of evaluating the needs of a school. The Superintendent will inform and seek the advice of the School Committee for the creation or abolishment of any position.

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 system. Any current employee may apply for any position for which he or she has licensure and meets other requirements.

Adopted by Reading School Committee on August 24, 2006

REFS.: Collective Bargaining Agreements

SELECTION OF ADMINISTRATORS

The positions of Assistant Superintendent, Director of Human Resources and Finance, Director of Special Education, and Principal are of special importance in establishing the educational direction of the Reading Public Schools and require for successful performance in them the closest possible working relationship with parents, teachers, students and community.

It shall therefore be the policy of the Reading Public Schools to secure the input of parents, teachers, community, and in special cases, students in the process of screening candidates for these positions. The Committee also appreciates and values the leadership talents and potential of individuals already employed by the school system and will, when it deems appropriate, waive this policy so that the Superintendent may appoint a current employee of the district to an open administrative position.

It will be the responsibility of the Superintendent of Schools to develop a process for screening candidates and to present this process to the School Committee for review and for discussion. It will be the responsibility of the Reading School Committee to approve the Superintendent's recommendation for the screening process for Principals and Assistant Superintendent, Director of Human Resources and Finance, and Director of Special Education.

The School Committee shall also vote to appoint those positions State law has granted School Committees such authority. The remaining positions shall be appointed by the Superintendent as granted by State law.

Revised by Reading School Committee on August 24, 2006

SOURCE: Reading Policy as Revised 18 March 1996

DOCUMENTING LICENSURE AND EDUCATIONAL CREDITS

It shall be the responsibility of the employee to furnish the necessary acceptable documents supporting educational credits and degrees, military service, professional licensure and previous teaching/work experience.

It shall be the responsibility of the employee to maintain appropriate professional licensure applicable to the employee's position and to submit to the Superintendent proof of such licensure.

Further, the documentation shall be provided in timely fashion so that payroll arrangements can be made on schedule.

Revised by Reading School Committee on August 24, 2006

SOURCE: Reading

PHYSICAL EXAMINATION REQUIRED FOR ALL EMPLOYEES

All employees of the Reading School Department (excluding occasional substitute employees) shall have a medical examination by a physician of the school district's choice prior to the employee's first day on the job. The examination shall be arranged in conjunction with a conditional offer of employment. There shall be no cost to the prospective employee. These examinations will only be done following issuance of an offer of employment and the offer will be contingent upon successful results of the examination as determined by the physician. Such physicals may include testing for drugs and alcohol.

The Superintendent may make an exception to the "first day of employment" requirement if he/she deems it appropriate for the orderly administration of the district. In such case, the employee shall be considered a short term substitute employee with full employment remaining contingent upon successful results of the examination as determined by the physician and applicable tests.

The purpose of the examination is to determine (1) if the employee can perform the essential functions of the job; and (2) to determine if the person is a qualified handicapped person who can perform the essential functions of the job in question and whether reasonable accommodations are required.

The medical report from this examination shall be maintained as a confidential document, accessible only to those with a "need to know." Among those who may need access to the records are: (a) Supervisors and managers who may have to be informed of such restraints or accommodations (b) medical staff for emergency first aid purposes and (c) government officials investigating compliance with applicable federal laws.

Nothing in this policy shall be construed as authorizing or requiring the employment of unqualified persons.

Revised by Reading School Committee on August 24, 2006

Policy initially adopted 12/4/67 and Revised 3/28/83

LEGAL REF.: Art. XXV - Town of Reading Bylaws

PROFESSIONAL DEVELOPMENT

The Reading School Committee recognizes that rapid changes in our society often have pressing educational implications. Also, the Committee sees that exploding amounts of new knowledge become available each year, placing enormous demands on our professional staff to maintain high standards of performance. Constant program improvement is imperative.

Professional staff members will be encouraged in 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.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.
4. Partial payment of tuition for approved courses.
5. Study groups, action research projects, attendance at professional meetings.

The Superintendent will have authority to approve or deny released time for conferences and visitations, and reimbursements for expenses.

Revised by Reading School Committee on August 24, 2006

Policy adopted: February 7, 1972

SOURCE: Reading

REF.: Teacher's Contract

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.

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.

Adopted by Reading School Committee on August 24, 2006

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.

Adopted by Reading School Committee on August 24, 2006

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.

Adopted by Reading School Committee on August 24, 2006

CONTRACT REF.: Teachers' Agreement

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

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 or for the period of time delineated in the employee's collective bargaining agreement or individual employee contract.

Adopted by Reading School Committee on August 24, 2006

SOURCE: MASC Policy as revised January 1996

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.

Adopted by Reading School Committee on August 24, 2006

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

NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

It is the policy of the Reading School Committee that all employees notify the Superintendent of outside employment that might involve a conflict of interest or is of such duration that it would conflict with the employees' normal responsibilities as defined by applicable conditions of employment. If there is any doubt in regards to potential conflict it is the responsibility of the employees to obtain clarification from the Superintendent prior to engaging in outside employment activities. Outside employment is defined here to include but not be limited to, performance of services by an employee for another person(s) and/or organization, or providing services as a self employed person.

This policy shall not apply to employee activities during scheduled vacation periods, provided that such activity does not result in a conflict of interest.

Adopted by Reading School Committee on August 24, 2006

LEGAL REF.: M.G.L. 268A et seq.

CROSS REFS: GBEA, Staff Ethics
GBEA-1, Staff Conflict of Interest
Collective Bargaining Agreements

TUTORING FOR PAY

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

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

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

Adopted by Reading School Committee on August 24, 2006

SUPPORT STAFF POSITIONS

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

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

Although positions may remain temporarily unfilled, only the Committee may abolish a position it has created.

Adopted by Reading School Committee on August 24, 2006

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

Adopted by Reading School Committee on August 24, 2006

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

CROSS REF.: GDB sub codes

CONTRACT REFS: All Contracts

SUPPORT STAFF SUPPLEMENTARY PAY PLANS

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

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

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

Adopted by Reading School Committee on August 24, 2006

CROSS REF.: GDB
 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 to the Superintendent for action.

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

Adopted by Reading School Committee on August 24, 2006

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

CONTRACT REFS: All support staff contracts

SUPPORT STAFF AND FAMILY 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.

Adopted by Reading School Committee on August 24, 2006

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

CROSS REF.: GCCC-E/ GDCC-E

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 his/her absence is approved on the basis of current leave policies by the employee's supervisor.

Adopted by Reading School Committee on August 24, 2006

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

CONTRACT REF.: All support staff contracts

SUPPORT STAFF RECRUITING/POSTING OF VACANCIES

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

The recruitment and selection of candidates for such positions will be the responsibility of the Principal, for building based positions and 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 via posting to all support staff personnel.

Adopted by Reading School Committee on August 24, 2006

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.

Adopted by Reading School Committee on August 24, 2006

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

SUPPORT STAFF PROBATION

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

Adopted by Reading School Committee on August 24, 2006

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.

Adopted by Reading School Committee on August 24, 2006

CONTRACT REFS: All Support Staff

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. Such time schedules shall be in conformance with applicable collective bargaining agreements or an agreement among the Superintendent, employee, and the employee's bargaining unit.

Adopted by Reading School Committee on August 24, 2006

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 are some of the major duties of the Committee.

The evaluation will cover the major areas of the employee's responsibilities as well as their working relationships with students and other employees. Each employee will be informed of the basis upon which he/she is to be evaluated in advance of evaluation. Evaluations shall conform to the employee's collective bargaining agreements where applicable.

Adopted by Reading School Committee on August 24, 2006

CONTRACT REF.: All support staff agreements

RETIREMENT OF SUPPORT STAFF MEMBERS

All full-time non-instructional personnel are required to participate in the Commonwealth of Massachusetts Retirement System provided they meet the requirements of the Reading Retirement Board.

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

Adopted by Reading School Committee on August 24, 2006

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

SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS

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

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

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

Adopted by Reading School Committee on August 24, 2006