



**Southwick-Tolland-Granville Regional School District School Committee**

**Regular Meeting**

**DATE: Tuesday, November 14, 2023**

**TIME: 6:00 P.M. Regular Session**

**NOTE LOCATION: In-Person at Superintendent’s Conference Room**

86 Powder Mill Road, Southwick, MA 01077

**\*NOTE TIME AND LOCATION**

Community members who do not wish to attend in-person are also able to watch the meeting on LiveStream via ZOOM Webinar. However, public comment will not be allowed via Zoom. In the event of disruption of the LiveStream, the in-person meeting shall continue to proceed.

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/89981762964?pwd=eURZcEdEQkRIMEJdJVHVON1Zld2paUT09>

**Passcode: c1fZ4H**

Or One tap mobile :

+13017158592,,89981762964#,,,,\*484737# US (Washington DC) +13052241968, 89981762964#,,,,\*484737#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

+1 301 715 8592 US +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US +1 646 931 3860 US

+1 929 205 6099 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 6833 US +1 689 278 1000 US

+1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US +1 346 248 7799 US +1 360 209 5623 US

+1 386 347 5053 US +1 507 473 4847 US

Webinar ID: 899 8176 2964

Passcode: 484737

International numbers available: <https://us02web.zoom.us/j/89981762964>

**AGENDA**

The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Agenda times are estimates.

**I. ROUTINE (6:00 p.m.) – BEGIN PUBLIC SESSION & Zoom Webinar**

- A. Attendance
- B. Opening Ceremony
- C. Consent Agenda – Minutes of 10/17/23; Home Education Plan HS-2324-61 & HS-2324-62; Out-of-State Field Trips (SRS Drama Club - NYC and PMS Gr. 6 - Hartford, CT)
- D. Warrants
- E. Correspondence – Letter from Woodland School Principal (Donation)

**II. PUBLIC COMMENT – excluding personnel issues**

Anyone wishing to make a public comment must appear in-person at the meeting.

In-person speakers will be allowed three (3) minutes to present their material and must begin by stating their name and address. The total time limit for public comment is fifteen (15) minutes. The presiding chairperson may permit extension of this time limit, in extenuating circumstances.

Improper conduct and remarks will not be allowed. Comments may offer such objective criticisms of the school operations and programs as concern them, but in public session, the committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.

**III. STUDENT ADVISORY REPORT**

**IV. EDUCATIONAL PRESENTATION**

- Woodland School Presentations – Michael Pescitelli, Principal, Woodland School
  - o Site Strategic Plan
  - o Data Presentation

- Individuals with Disabilities Education Act (IDEA) Part B Federal Targeted Special Education Program Improvement Grant – Joseph Turmel, Director of Finance & Operations

**V. POLICIES**

- 1<sup>st</sup> Reading – Sections G (Personnel) and H (Negotiations)

**VI. ACTION ITEMS**

- A. Approve Consent Agenda
- B. Approve Southwick Regional School Site Strategic Plan for 2023/2024
- C. Approve Donation of Disc Golf Frisbees to Woodland School
- D. Accept IDEA Part B Federal Targeted Special Education Program Improvement Grant
- E. Approve Two (2) School Choice Seats in Grade 1 for 2023/2024

**VII. REPORTS**

- A. Superintendent
  - Budget Roundtable (12/6/23)
- B. Director of Finance and Operations

**VIII. SUBCOMMITTEES AND LIAISONS**

Negotiations: Locke, Melloni, TBD  
Finance: Locke, Stevenson, Fox  
L.P.V.E.C. Bd. Collaborative: Emmelmann  
L.P.V.E.C. Bd. Corporation: Stevenson  
Policy: Petschke, Stevenson, Korobkov  
Buildings and Grounds Liaison: Locke, Emmelmann, Stevenson  
Instructional Leadership Team (ILT) Liaison: Petschke, Korobkov, Melloni  
Wellness Liaison: Locke, Melloni, TBD  
SPED Liaison: Petschke, Korobkov, Emmelmann  
Technology Liaison: Petschke, Melloni, TBD  
Southwick Capital Committee Liaison: Fox  
Southwick Master Plan Liaison: N/A  
Athletics Liaison: Stevenson  
Legislative Liaison: Rotating attendance at MASC

**IX. PUBLIC COMMENT – excluding personnel issues**

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**X. COMMITTEE DISCUSSION**

- A. Old Business
  - SRS Parking Spot Procedure
- B. New Business

**XI. ADJOURNMENT**



# Southwick-Tolland-Granville Regional School District School Committee

## Regular Meeting

DATE: Tuesday, October 17, 2023

TIME: 6:00 P.M.

**NOTE LOCATION: In-Person at Superintendent’s Conference Room**

86 Powder Mill Road

Southwick, MA 01077

### MINUTES

The listing of matters are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.  
Agenda times are estimates.

**I. ROUTINE (6:00 p.m.) – BEGIN PUBLIC SESSION & ZOOM WEBINAR**

**A. Attendance**

The meeting was called to order by Mr. Stevenson at 6:00 p.m. Ms. Melloni arrived at 6:08 p.m.  
Motion by Petschke, seconded by Korobkov 6/0/0

- |                                     |   |
|-------------------------------------|---|
| School Committee<br>(Participants): | <input checked="" type="checkbox"/> Robert Stevenson, Southwick, Chairman<br><input checked="" type="checkbox"/> Pamela Petschke, Granville, Vice Chairperson<br><input checked="" type="checkbox"/> Ryan Korobkov, Southwick, Secretary<br><input checked="" type="checkbox"/> Theodore Locke, Tolland<br><input checked="" type="checkbox"/> Russell Fox, Southwick<br><input checked="" type="checkbox"/> Erika Emmelmann, Southwick<br><input checked="" type="checkbox"/> Desiree Melloni, Southwick (arrived 6:08 p.m.) |
| Administration<br>(Participants):   | <input checked="" type="checkbox"/> Jennifer Willard, Superintendent<br><input checked="" type="checkbox"/> Joseph Turmel, Director of Finance and Operations<br><input checked="" type="checkbox"/> Serena Shorter, Principal, Southwick Regional School<br><input type="checkbox"/><br><input checked="" type="checkbox"/> Erin Mountain, Recording Secretary   |
| Student Representatives:            | <input checked="" type="checkbox"/> Lucas Caron and Magnolia Dickinson  |
| News Media:                         | <input type="checkbox"/> None   |
| Observers/ Attendees:               | <input type="checkbox"/> Approx. 5  |

**B. Opening Ceremony**  
Pledge of Allegiance

**C. Consent Agenda – Minutes of 10/3/23; 23/24 Home Education Proposals HS-2324-56 through HS-2324-60; SRS Fundraisers (Yearbook Club Ad Sales, Student Council Cocoa Social, Class of 2026 Candy Cane Gram, Class of 2026 Volleyball Tournament, Southwick Volleyball Gold Athletics Online Fundraiser, Southwick Volleyball Fan Cloth Online Fundraiser, Wrestling Clinic Fundraiser, Student Council Rock 102 Food Drive Fundraiser)**

**D. Warrants**  
Circulating

**E. Correspondence**  
Superintendent Willard said she received an email stating we are anticipating an increase of 4.69% for the out-of-district tuition rate. The Operational Services Division (OSD) increase for the current year (FY24) was 14%.

**II. PUBLIC COMMENT – excluding personnel issues**

*Anyone wishing to make a public comment must appear in-person at the meeting.  
In-person speakers will be allowed three (3) minutes to present their material and must begin by stating their name and address. The total time limit for public comment is fifteen (15) minutes. The presiding chairperson may permit extension of this time limit, in extenuating circumstances.*

*Improper conduct and remarks will not be allowed. Comments may offer such objective criticisms of the school operations and programs as concern them, but in public session, the committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.*

None.

### III. STUDENT ADVISORY REPORT

Lucas reported that National Honor Society Induction is October 24. The parking lot painting project finished a few weeks ago. Thirty (30) parking spots were painted, and students were happy with how they turned out (he will share photos of the parking spots at the next meeting). Magnolia noted that PSATs were coming up, and the fall sports season is going well.

### IV. EDUCATIONAL PRESENTATION

- MA Association of School Superintendents Certificate of Academic Excellence – Jennifer Willard, Superintendent  
Superintendent Willard explained that the M.A.S.S. created an award that is given to high school seniors who consistently distinguish themselves in pursuit of excellence during their high school careers and are at the top of their class. This year the award is presented to Scarlett Sebastyn, SRS Class of 2024. Superintendent Willard shared highlights of Scarlett’s time at SRS: she has taken a demanding honors and AP courses earning high honors, and she is a competitive dancer who spends 10-15 hours per week in the dance studio and competes at the regional and national level. Superintendent Willard and the School Committee
- Southwick Regional School Presentations – Serena Shorter, Principal, Southwick Regional School
  - o Site Strategic Plan – Ms. Shorter reported that many of the elements of this year’s Site Strategic Plan (SSP) are the same. One of the new pieces of this document is that SRS is looking at alternating courses with regard to diversity, equity, inclusion and belonging/self esteem. The Counseling Department launched initiatives related to #BeGOLD and self esteem (SRS is considering building this into a Tier 1 program). Regarding curriculum, SRS will refine the Multi-Tiered System of Supports and expand some interventions, some of which will come from the self-esteem program. SRS is using a new science curriculum, and two curriculums are being considered for ELA. SRS will be focused on unpacking the new standards for the new PE/health curriculum. The technology piece of the SSP involves teacher goals that are focused on utilizing Artificial Intelligence (AI) so they have experience using the technology to inform instruction and make sure students are prepared. Teachers also will work with AI to plan lessons. Regarding engaged learning, SRS uses data to adjust their practice. Ms. Shorter said that the Innovation Pathways program is a good example of this - it’s a school-to-career program, and SRS received additional grant funding to continue working on this program. The Math Department has been demonstrating how to deliver instruction in a highly noticeable manner.

Ms. Petschke: Where does self-esteem learning take place? This happens in a class that all students have to take, such as social studies, in which the counselor comes into the classroom to deliver the lesson. Ms. Petschke also asked if SRS has building-wide SMART goals. Ms. Shorter explained that these goals are by department and others are across the board. She said AI is a professional practice.

Mr. Stevenson: He would like to keep an eye on lesson plans related to AI. Ms. Shorter explained that the professional practice goal is a learning piece and teachers have to submit it as evidence, so there is oversight. Professional Learning Communities (PLCs) meet once a month and review these goals. Mr. Stevenson asked about feedback on the Yondr pouches, and Ms. Shorter has not heard anything back, but she is still hoping that the implementation date is November 6.

Ms. Petschke: Update on vape sensors. Ms. Shorter said they are installed and training is underway. IT has some work to do regarding labeling, but she confirms that the sensors are working.

- o Data Presentation – Ms. Shorter shared highlights of 2023 MCAS results and AP scores with the School Committee, through a detailed PowerPoint presentation. The presentation featured ELA, Math, and Science MCAS district to state comparison; ELA, Math, and Science annual achievement comparison

(grades 10, 8 and 7); and Pre- and Post-Pandemic ELA and Math achievement (grades 10, 8 and 7). Ms. Shorter also presented Advanced Placement (AP) data, including Total AP students with scores 3 or higher; a description of AP Awards criteria; and AP class achievement 2019-2023 for English Language and Composition. Regarding accountability, it is important to note the following: SRS earned an accountability percentile of 70, demonstrating significant improvement over the last accountability score of 42 in 2019; SRS has demonstrated 49% growth toward improvement targets; and SRS does not require assistance or intervention. Regarding overall student performance, note that: SRS demonstrates average to slightly above average performance on MCAS assessments across multiple grade levels and subjects; the majority of students perform at or above state averages particularly in ELA and Math; and in Science, while the school maintains a lesser percentage of students not meeting expectations than the state average, there is room for improvement. In addition, trends show consistent school-wide performance over time despite the challenges presented by the pandemic, and in particular, 10<sup>th</sup> grade ELA shows notable improvement pre to post pandemic. AP notables: SRS administered more AP exams than in previous four years and increased percentage of students earning 3+ as well as significantly increased the percentage of students earning 4 or 5.

**V. ACTION ITEMS**

A. Approve Consent Agenda

Move to approve Consent Agenda items as listed above.

There were no questions or comments.

Motion by Petschke, seconded by Korobkov 7/0/0

B. Approve Powder Mill School Site Strategic Plan for 2023/2024

Move to approve the Powder Mill School Site Strategic Plan for the 2023/2024 school year.

There were no questions or comments.

Motion by Petschke, seconded by Korobkov 7/0/0

**VI. REPORTS**

A. Superintendent

Superintendent Willard read an email pertaining to rural school aid and explained that this movement is gaining momentum. The district received \$385,000 this year, which is significant, and we are planning on getting similar money next year when we don't have ESSER. These funds will go into E&D and School Choice. She encourages people to contact their legislators and advocate for rural school aid. Mr. Stevenson asked what was budgeted. Answer: \$110,000.

B. Director of Finance and Operations

Mr. Turmel reported that we will get three quotes and he is hopeful that we will award the contract in the next few weeks for the underground tank project. The technology project has been posted and we have received one bid. The job will be awarded after November 2 when bids close. We feel we have a good proposal for vendors and a solid plan moving forward. Accounting – we are closing out FY23, looking at FY24 and getting projections for FY25. The out-of-district and vocational costs are being prepared in anticipation of the Budget Roundtable. Jessica Coty has been named Interim District Accountant and is doing a tremendous job. Karen Parker from the Powder Mill School office will replace Ms. Coty in the accounts payable position; Ms. Parker is working in the afternoons with Ms. Coty during the transition until the school office position is filled.

**VII. SUBCOMMITTEES AND LIAISONS**

Negotiations: Locke, Melloni, TBD – HR Specialist Betsy Tetreault will reach out regarding the meeting dates.

Finance: Locke, Stevenson, Fox – Meeting on Thursday with Director of Food Service Mr. Lillibridge.

L.P.V.E.C. Bd. Collaborative: Emmelmann – Meeting Wednesday.

L.P.V.E.C. Bd. Corporation: Stevenson – Meeting in November.

Policy: Petschke, Stevenson, TBD – Subcommittee will meet November 14.

Buildings and Grounds Liaison: Locke, Emmelmann, Stevenson – Meeting will be planned with Mr. Amato.

Instructional Leadership Team (ILT) Liaison: Petschke, Korobkov, Melloni – No report.

Wellness Liaison: Locke, Korobkov, Melloni – Meeting in November.

SPED Liaison: Petschke, Korobkov, Emmelmann – Met today; Ms. Gunn presented a big picture of the Special Education programs, including our in-house programs and those that students are sent to (out-of-district). We have 45 students in district and we currently send 12 out of district (these programs are expensive). Ms. Gunn and the Central Office Team continue to monitor these students and their needs and we also need to continue funding the in-house programs. Transportation costs are significant.

Technology Liaison: Petschke, Melloni – No report.

Southwick Capital Committee Liaison: Fox – No report.

Southwick Master Plan Liaison: TBD – Not needed.

Athletics Liaison: Stevenson – Meeting at the close of the fall athletics season.

Legislative Liaison: Rotating attendance at MASC – Ms. Petschke will attend in November.

**VIII. PUBLIC COMMENT – excluding personnel issues**

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**IX. COMMITTEE DISCUSSION**

**A. Old Business**

Budget Roundtable – Mr. Stevenson reported that November 28 or 30 will not work for Southwick, so we are considering December 6 or 7. We hope to hear back from the towns regarding these options.

**B. New Business**

Revised School Committee meeting schedule – Due to a Southwick Special Meeting on December 5, 2023, the School Committee meeting originally scheduled for December 5 has been moved to December 4, 2023.

**X. ADJOURNMENT**

At 7:22 p.m., a motion was made to adjourn the meeting.

Motion by Petschke, seconded by Korobkov 7/0/0

Respectfully Submitted,

Ryan Korobkov, Secretary

**XI. STAFFING**

Appointments

Phelps, Alissa	Teacher	SRS	11/6/2023
Woodger, Tiffany	Food Service	District	10/16/2023

Resignations

Brunelle, Shannon	Paraprofessional	Powder Mill	10/11/2023
Cruz, Maricelis	PT Food Service	District	11/3/2023
Freniere, Amy	PT SPED Secretary	Powder Mill	11/2/2023
Fydenkevez, Francesca	Teacher	SRS	10/18/2023

Kapinos, Jacob	Teacher	SRS	11/9/2023
Lubarsky, Jared	Paraprofessional	Powder Mill	10/27/2023
Roberts, Steven	Teacher	Woodland	11/3/2023
Tatro, Jennifer	Paraprofessional	SRS	11/10/2023

Retirements

**XII. LIST OF DOCUMENTS VIEWED OR DISCUSSED DURING THIS MEETING**

- Agenda for the October 17, 2023 Meeting
- Minutes of the October 3, 2023 Meeting
- Home Education Proposals: HS-2324-56 through HS-2324-60
- SRS Fundraisers (Yearbook Club Ad Sales, Student Council Cocoa Social, Class of 2026 Candy Cane Gram, Class of 2026 Volleyball Tournament, Southwick Volleyball Gold Athletics Online Fundraiser, Southwick Volleyball Fan Cloth Online Fundraiser, Wrestling Clinic Fundraiser, Student Council Rock 102 Food Drive Fundraiser)
- Southwick Regional School Site Strategic Plan
- Southwick Regional School Data Presentation (PowerPoint Slides)
- SRS Data Executive Summary
- Revised School Committee Meeting Schedule (12/5/23 moved to 12/4/23)

**2023/2024 Home Education Proposals**

**SOUTHWICK-TOLLAND-GRANVILLE  
REGIONAL SCHOOL DISTRICT**

<b>ID#</b>	<b>23/24 Grade Level</b>	<b>Town</b>	<b>Date Received</b>
HS-2324-61	11	Southwick	10/19/2023
HS-2324-62	1	Southwick	10/27/2023



For Central Office Use

Rec'd: 10/14/23

Returned: \_\_\_\_\_

# FIELD TRIP REQUEST FORM

Trip Date: Dec 13, 2023

Request Date: 9/14/23

## DIRECTIVES AND REGULATIONS:

1. The Building Administrator must submit this form to the Office of the Superintendent **AT LEAST (3) THREE WEEKS PRIOR TO THE WEEK OF THE PROPOSED TRIP** so that bus/driver availability can be verified.
2. All trips must meet the requirements of purpose, supervision, and policies of each school.
3. The Trip Coordinator is responsible for providing directions to the driver.

### Trip Coordinator to Complete This Section:

Destination: Broadway (NYC) - SOME LIKE IT HOT

Complete Address: Shubert Theater 225 W. 44th St NYC

Phone Number: ~~1-800~~ 212-239-6200

School: Circle One: WS PMS (SRS) Group/Class: Drama Club, Band/Chorus

Trip Coordinator (s): J. Grunwald open to 9th - 12th grade

School Departure Time: 6:30 am School Arrival Time: 10:30 pm

Type of Transportation: Circle One: Van Mini Bus Bus Charter Bus Other: \_\_\_\_\_

Cost of Trip to Students: \$125<sup>00</sup> (max.) Number of Chaperones: 6-10 2-3 faculty rest are parents

Trip List Attached: Check One: YES  NO  Number of Students: 40-80 \* on 1-2 buses

Meals: Check One:  Student Provide/Bring from Home  Provided on Trip/Eat Out contingent available for charter  
 School Provide Bagged Lunch  School Café During Regular Lunch Period

Teacher/Advisor: Janet Grunwald

### School Office to Complete This Section:

Trip Charged To:  District Budget  Student Activity Account

Nurse Needed:  YES or parent  NO Signature: Shanika R

Administrator:  Approve  Reject: Reason: \_\_\_\_\_

Signature: [Signature]

### Superintendent's Office to Complete This Section:

Transportation: Bus Available: Y N Per LPVEC Date: \_\_\_\_\_

Nutrition: Notified: Y N Date: \_\_\_\_\_

Superintendent:  Approve  Reject: Reason: \_\_\_\_\_

Signature: Jennifer Jellison

For Central Office Use

Rec'd: 10/17/23

Returned: \_\_\_\_\_

# FIELD TRIP REQUEST FORM

Trip Date: Friday 12/15/23  
Request Date: 10/17/23

## DIRECTIVES AND REGULATIONS:

1. The Building Administrator must submit this form to the Office of the Superintendent **AT LEAST (3) THREE WEEKS PRIOR TO THE WEEK OF THE PROPOSED TRIP** so that bus/driver availability can be verified.
2. All trips must meet the requirements of purpose, supervision, and policies of each school.
3. The Trip Coordinator is responsible for providing directions to the driver.

### Trip Coordinator to Complete This Section:

Destination: CT Science Center Part A  
 Complete Address: 250 Columbus Blvd., Hartford, CT  
 Phone Number: 860-724-3623  
 School: Circle One: WS (PMS) SRS Group/Class: 6th grade  
 Trip Coordinator (s): Jodi Wagner / Heather Lloyd  
 School Departure Time: 9:15 School Arrival Time: 1:46  
 Type of Transportation: Circle One: Van Mini Bus Bus (Charter Bus) Other: ~~Bus~~  
 Cost of Trip to Students: \$25.00 (~~\$26~~) Number of Chaperones: 10 parent 12 staff  
 Trip List Attached: Check One: YES  NO  Number of Students: 94  
 Meals: Check One:  Student Provide/Bring from Home  Provided on Trip/Eat Out  
 School Provide Bagged Lunch  School Café During Regular Lunch Period  
 Teacher/Advisor: Jodi Wagner

### School Office to Complete This Section:

Trip Charged To:  District Budget  Student Activity Account -  
 Nurse Needed: ONLY IF DRIVER  YES  NO Signature: Abby Cluciere RN  
 Administrator:  Approve  Reject: Reason: \_\_\_\_\_  
 Signature: E. J. ...

### Superintendent's Office to Complete This Section:

Transportation: Bus Available: Y N Per Karen/Linda Date: \_\_\_\_\_  
 Nutrition: Notified: Y N Date: \_\_\_\_\_  
 Superintendent:  Approve  Reject: Reason: \_\_\_\_\_  
 Signature: Jennifer Jellard

# FIELD TRIP REQUEST FORM

Rec'd: 11/7/23 (10/17/23)

Returned: \_\_\_\_\_

Trip Date: Friday 12/15/23

Request Date: orig. -> ~~10~~ 10/17/23  
(11/7/23)

### DIRECTIVES AND REGULATIONS:

1. The Building Administrator must submit this form to the Office of the Superintendent AT LEAST (3) THREE WEEKS PRIOR TO THE WEEK OF THE PROPOSED TRIP so that bus/driver availability can be verified.
2. All trips must meet the requirements of purpose, supervision, and policies of each school.
3. The Trip Coordinator is responsible for providing directions to the driver.

### Trip Coordinator to Complete This Section:

Destination: CT Science Center Part B

Complete Address: 250 Columbus ~~Ave~~ Blvd, Hartford, CT

Phone Number: 800-724-3623

School: Circle One: WS  PMS SRS Group/Class: 6th grade BOLD

Trip Coordinator (s): Jodi Wagner / Heather Lloyd / Pam Dube

School Departure Time: 9:15 School Arrival Time: 1:30 ~~1:15~~ ~~1:15~~

Type of Transportation: Circle One:  Van Mini Bus Bus Charter Bus Other: \_\_\_\_\_

Cost of Trip to Students: \$25.93 (25) Number of Chaperones: 3 staff

Trip List Attached: Check One: YES  NO  Number of Students: 3

Meals: Check One:  Student Provide/Bring from Home  Provided on Trip/Eat Out

School Provide Bagged Lunch  School Café During Regular Lunch Period

Teacher/Advisor: Jodi Wagner

### School Office to Complete This Section:

Trip Charged To:  RED Gunn District Budget  Student Activity Account

Nurse Needed:  YES  NO Signature: C. Kiew RN

Administrator:  Approve  Reject: Reason: \_\_\_\_\_

Signature: E. Paly Car

### Superintendent's Office to Complete This Section:

Transportation: Bus Available: Y N Per Karen/Linda Date: \_\_\_\_\_

Nutrition: Notified: Y N Date: \_\_\_\_\_

Superintendent:  Approve  Reject: Reason: \_\_\_\_\_

Signature: \_\_\_\_\_



**WOODLAND SCHOOL**  
**80 Powder Mill Road, Southwick, MA 01077**

Phone: (413) 569-6598

FAX: (413) 569-1721

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**Michael Pescitelli**  
*Principal*  
[mpescitelli@stgrsd.org](mailto:mpescitelli@stgrsd.org)

Re: Donation

Dear Superintendent Willard and School Committee:

This letter serves as recognition and acknowledgement that we received a donation of disc golf frisbees with an estimated value of \$320 dollars. The overall purpose of the discs will be for educational use by our PE department at Woodland School.

I would also like to take the opportunity to publicly recognize and thank the New England Disc Golf Center for their support and contributions.

Respectfully submitted,

**Michael Pescitelli**  
Principal  
Woodland School





# WOODLAND SCHOOL

80 Powder Mill Road, Southwick, MA 01077

Phone: (413) 569-6598

FAX: (413) 569-1721

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**Michael Pescitelli**

*Principal*

[mpescitelli@stgrsd.org](mailto:mpescitelli@stgrsd.org)

November 7<sup>th</sup>, 2023

Dear New England Disc Golf Center and Mr. Gardner,

Woodland School and STGRSD would like to thank you for your support and recent donation of over 30 discs to Woodland School.

The students of Woodland School will benefit from this donation by learning the game of disc golf and our PE teacher, Mr. Archangeault, will be able to provide exposure to this fun and challenging activity in which our students can participate for years to come.

We appreciate your kind gesture and hope that we can continue to collaborate with NEDGC.

Thank you for your support,

**Michael Pescitelli**

Principal

Woodland School



CC: Mr. Mark Archangeault, PE Teacher, Ms. Jennifer Willard, Superintendent

**Southwick-Tolland-Granville Regional School District  
Woodland School Strategic Plan ~ 2023-2027**

**Vision (future)**

The Southwick-Tolland-Granville Regional School District (STGRSD) will prepare students to persevere, adapt and thrive in an ever-changing world as both independent thinkers and scholars.

*Preparing students to persevere, adapt and thrive in an ever-changing world*

**Mission (now)**

The Southwick-Tolland-Granville Regional School community fosters a culture where all students learn the skills and dispositions to adapt and thrive in an ever-changing world. The STGRSD community, including students, parents and staff, is compassionate, respectful, and responsible. We act with the highest integrity and take initiative for continuously learning throughout our lives.

**Core Values**

**Scholarship**

We believe in seeking knowledge for knowledge's sake. We strive to learn new things every day. We reflect on the sources of our academic successes and failures and persevere when learning becomes difficult.

**Compassion**

We practice empathy for others, develop the capacity to forgive, and promote a peaceful, caring and safe community.

**Integrity**

We demonstrate strong moral character through honesty, fairness, and working diligently to fulfill commitments.

**Respect**

We believe in the inherent dignity of all people, celebrate individuality, value diversity and honor ourselves and others through our words and actions.

**Responsibility**

We take ownership of our behavior and learning, have the courage to think and act independently, demonstrate problem-solving skills, and strive to always be reliable and trustworthy.

**Theory of Action**

If the administrative team promotes a common vision of high-quality, student-centered instruction and support teachers in implementation of this vision... Then teachers will foster meaningful student engagement, depth of knowledge and social emotional growth with a common understanding of best practices... So that students will take responsibility for their learning, evaluate progress toward personal goals and have the intellectual, social, and emotional skills to be productive members of community.

**Strategic Objectives**

<b>Diversity Equity Inclusion and Belonging</b>	<b>Guaranteed and Viable Curriculum</b>	<b>Instructional Technology</b>	<b>Engaged Learning</b>
As a student's sense of belonging is critical to academic success, the District will foster a sense of belonging and partnership among students, staff and families where all members of the school community feel socially connected, supported, and respected.	Teachers will work collaboratively to provide all students the opportunity to learn a rigorous curriculum built around common standards with differentiated resources and instruction, clear learning expectations for each grade or course, and tangible exemplars of student proficiency for each learning expectation.	By embracing educational technology district-wide, the district will aim to meet diverse learners' current and future needs by growing their capacity to innovatively demonstrate their understanding and fostering collaboration, critical thinking in the learning process.	With teachers as coaches, all students will have opportunities every day to engage in high-quality, student-centered learning experiences that have a clear purpose, challenge them to interact with the curriculum in a deep and thoughtful manner, and engage them in authentic tasks that require creativity and flexible thinking.

**High Impact Initiatives to Support District Strategic Objectives**

<b>Diversity Equity Inclusion and Belonging</b>	<b>Guaranteed and Viable Curriculum</b>	<b>Instructional Technology</b>	<b>Engaged Learning</b>
<p>Update policies, with the support of MASC, based on Education Reform Law of 1993. The District will use an equity lens when updating its policies.</p> <p>Expand work with the Anti-Defamation League (ADL) to promote pro-inclusion practices in grades K-6. Continue ADL’s pro-inclusion efforts in grades 7-12 through their work with the Connections peer leader group.</p> <p>Develop specialized programs as part of the continuum of special education services for students with an Individual Education Program.</p> <p>Maximize 7-12 scheduling to ensure all learners have equitable access to meaningful and rigorous learning opportunities.</p> <p>Increase 7-12 students’ ability to succeed in college and career by participating in coursework and programs aligned to student directed post-graduation goals.</p> <p>Increase opportunities for family and community engagement with the schools and the district.</p>	<p>Develop a process for analysis of data generated by formative and summative benchmark assessments to monitor progress and inform curriculum and instructional decisions.</p> <p>Continue to support the development of MTSS frameworks for English language development, literacy, math, and social emotional and behavioral health.</p> <p>Continue to support the shift to a literacy model that focuses on both high-quality instructional materials and the science of reading, which emphasizes foundational skills instruction in the early grades and comprehension through the development of background knowledge and vocabulary in upper grades with additional support of the SIPPS reading intervention program and other evidence-based programs to close lingering skills gaps.</p> <p>Design specialized programs for students with special needs who need unique instructional strategies to access the curriculum.</p> <p>Implement phenomenon-based story line science curriculum in grades 5-8.</p> <p>Complete the evaluation and selection process for a core 7-12 English Language Arts and English as a Second Language curriculum; Begin the evaluation and selection process for a core K-12 Health/PE curriculum.</p>	<p>To ensure the effective integration of educational technology district-wide and meet the diverse needs of learners, the district will employ the TRUST model.</p> <p>The district will strategically transform and enhance the technology department, with an emphasis on network stability and facilitating the safe and meaningful implementation of AI.</p> <p>Explore possible uses for an open-source learning management system.</p> <p>Development of a district-wide rich-media presence, combined with the integration of library and media functions (LibTech), to serve as a positive support for high-impact learning that supports the district.</p>	<p>Continue to support teachers in the effective implementation of high-quality instructional materials for cognitively guided problem-based math instruction K-12.</p> <p>Provide job-embedded support to teachers to deliver grade-level instruction and assignments with targeted scaffolds to ensure universal access (DCAP).</p> <p>Expand the pilot of literacy gamification at the middle grades.</p>

**High Impact Initiatives to Support Site Strategic Objectives**

<b>Diversity Equity Inclusion and Belonging</b>	<b>Guaranteed and Viable Curriculum</b>	<b>Instructional Technology</b>	<b>Engaged Learning</b>
<p>Use the vision and action plan created last year to implement actionable steps that address students’ sense of belonging and self-esteem.</p> <p>Engage in PD with the ADL to promote pro-inclusion practices in grades K-6 so that teachers are able to promote respect for all students within the classroom setting.</p> <p>Continue to provide school and grade level communication with families in biweekly newsletters and ELA and Math module letters.</p> <p>Work with teachers to provide families with information on how students are performing in relationship to grade level standards and what they can do at home to support their child.</p>	<p>Ensure all students take part in common formative and summative benchmark assessments that reflect mastery and depth of standards in the core content areas following the timelines in the district assessment calendar (i.e. iReady, Dibels, and unit assessments).</p> <p>Continue using data meetings following each benchmark to analyze scores and plan interventions and tiered instruction for all students using the entrance and/or exit criteria outlined in the MTSS frameworks for literacy, math, and social emotional and behavioral health.</p> <p>Utilizing walkthroughs and implementation meetings, ensure all students are taught using a literacy model that focuses on both high-quality instructional materials and the Science of Reading, which emphasizes phonics, fluency, and comprehension.</p> <p>Begin the evaluation and selection process for a core K-12 Health/PE curriculum.</p>	<p>Continue to educate students on personal and social responsibility when using technology through the DLCS class.</p> <p>Provide ongoing professional development on the use of Continuum to focus online assessments data and inform instructional focus with an emphasis on instructional groupings.</p>	<p>Refine our use of best practices when implementing high-quality instructional materials so students are cognitively engaged.</p> <p>Continue grade level and content area PLC’s led by instructional coaches focused on educational equity so all students receive consistent access to grade level work with targeted scaffolds to make it accessible.</p> <p>Implement district professional development initiatives focused on literacy content and pedagogy, instructional technology, pro-inclusion practices, and trauma informed schools.</p>

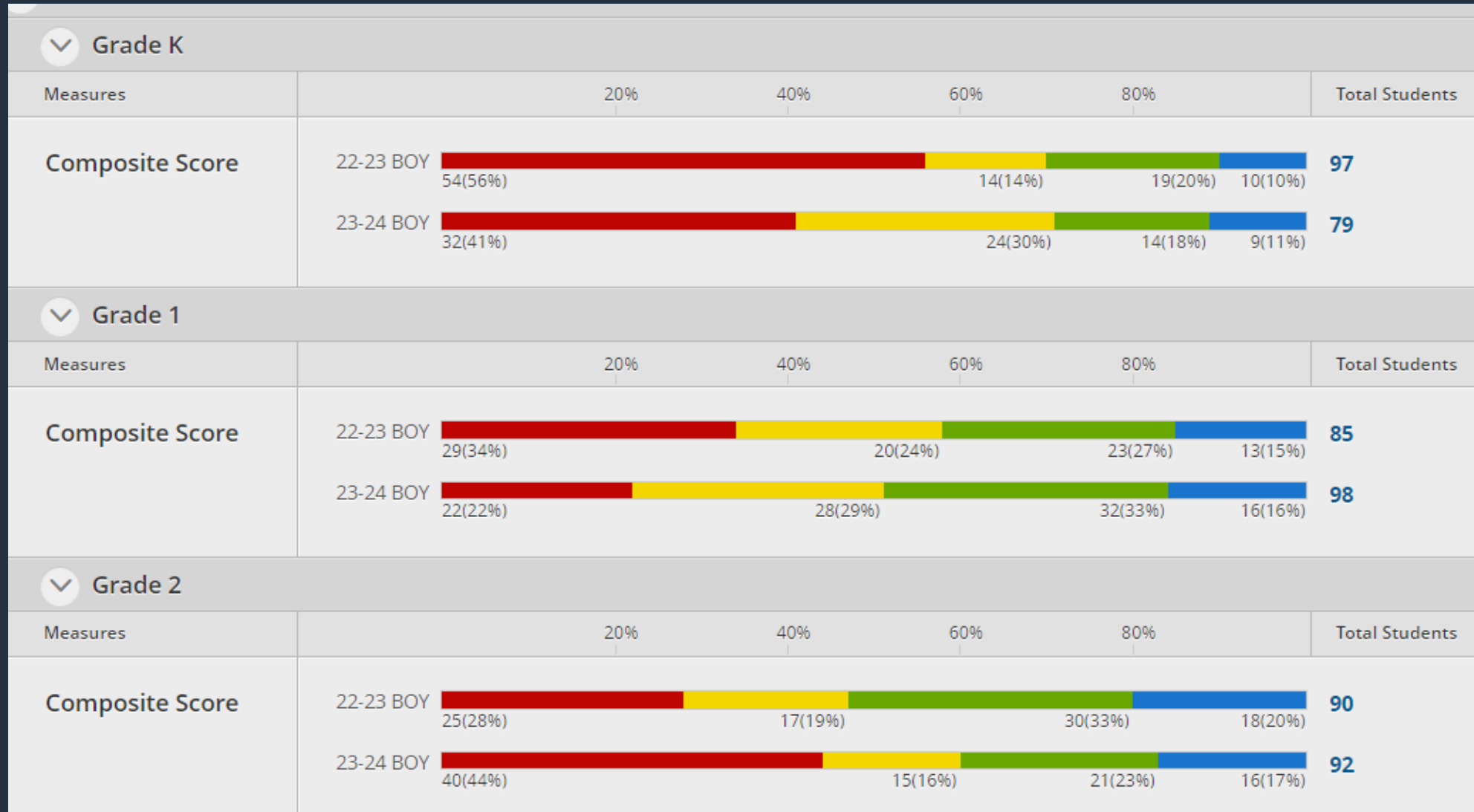


# Woodland School

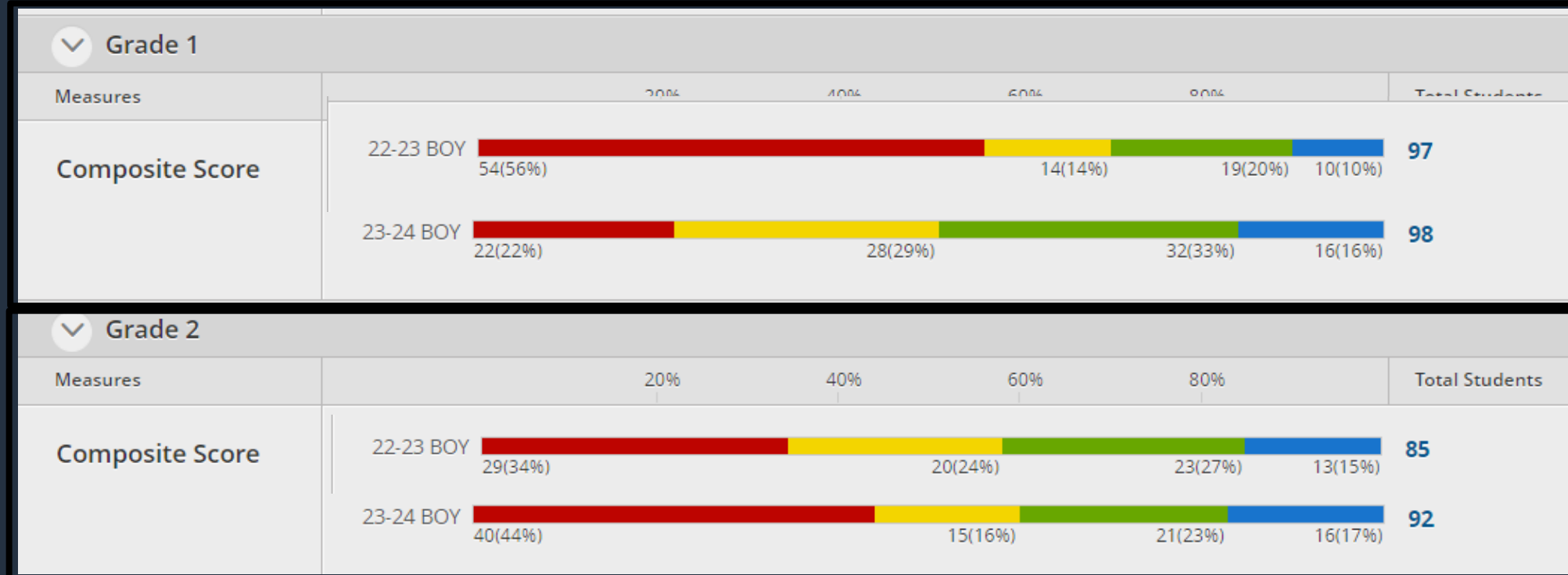
Fall Benchmark Data Report

November 14<sup>th</sup>, 2023

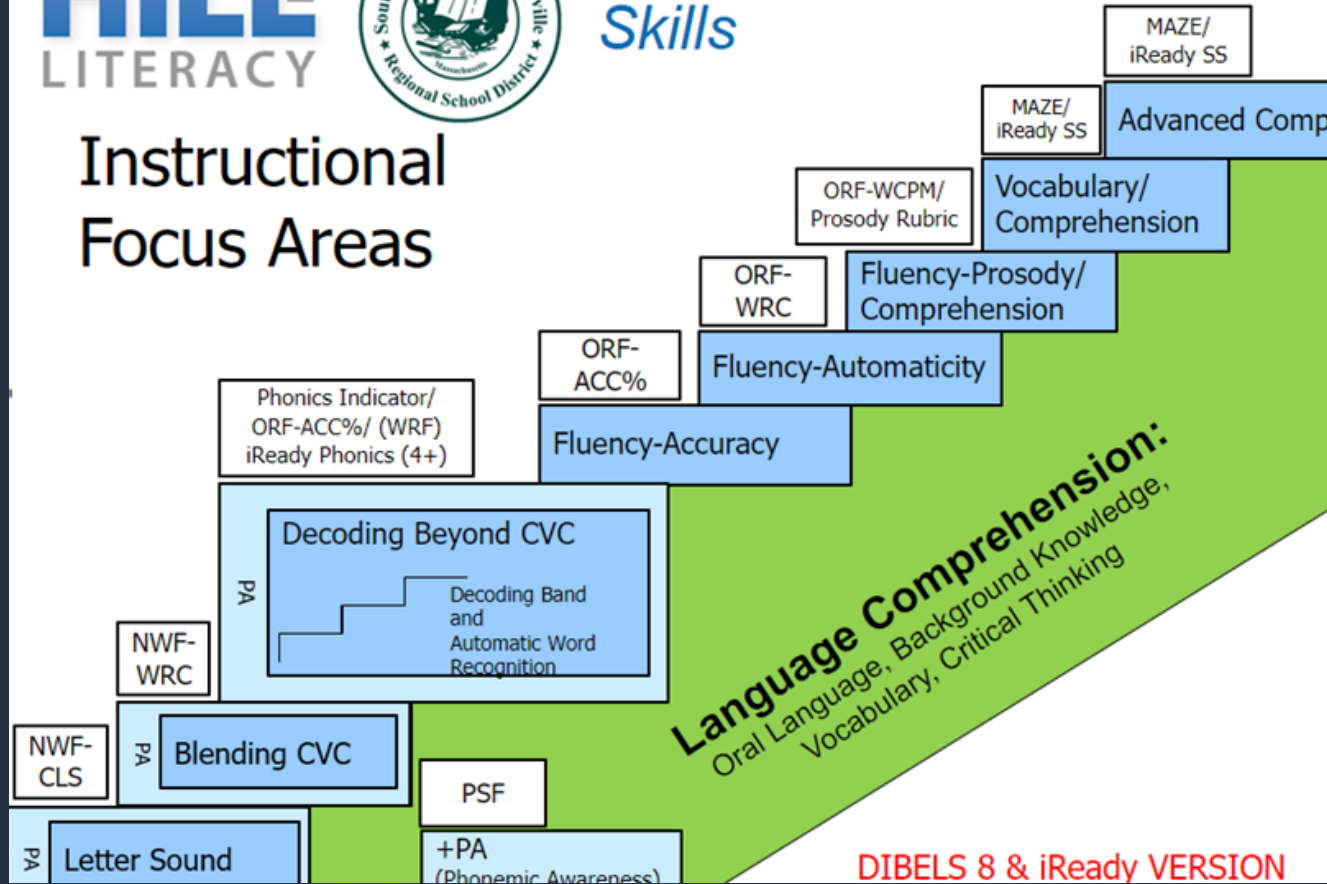
# DIBELS READING 2022 VS.2023



# BOY DIBELS READING COHORT TRACKING



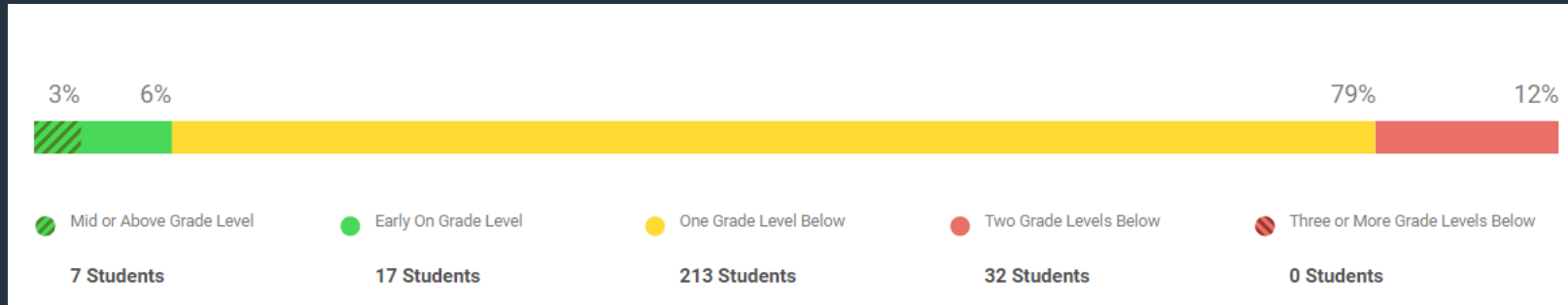
## Instructional Focus Areas



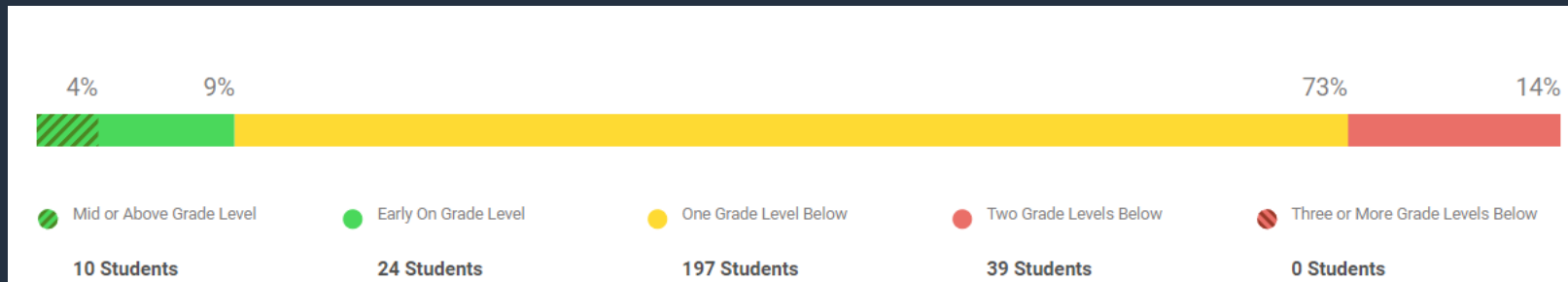
# INSTRUCTIONAL FOCUS AREAS

# BOY I-READY MATH 2022 VS.2023 (WHOLE SCHOOL)

2022

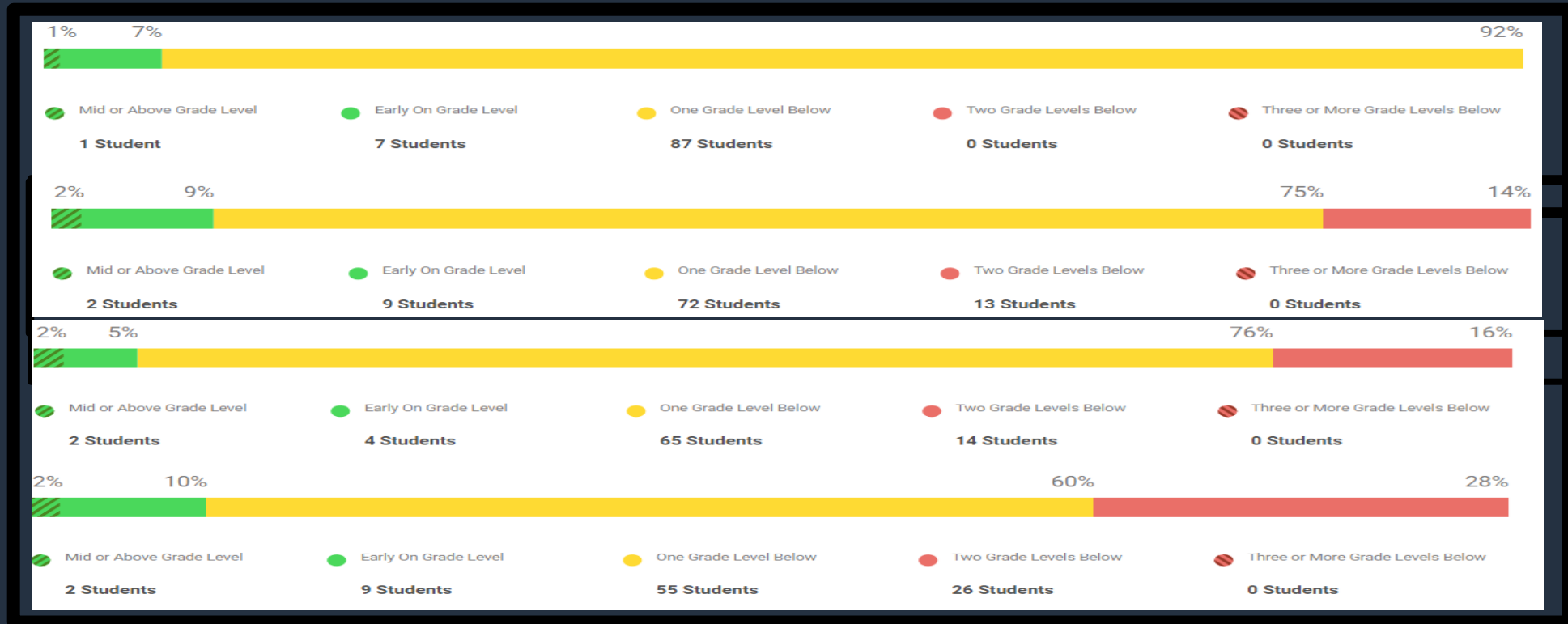


2023



# BOY I READY MATH COHORT TRACKING FIRST AND SECOND GRADE

2022  
over  
2023



# Next Steps at Woodland

Continue our focus on growing capacity of Science of Reading through Professional Learning.

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Collaborate with Hill for Literacy through Literacy Lab/Direct Coaching, regularly scheduled data meetings, and professional development scheduled through this year.

We have received notice that STGRSD has been allocated \$14,430 from DESE via the 274 Grant. The purpose of the Fund Code 274 Individuals with Disabilities Education Act Part B (IDEA) Federal Targeted Special Education Program Improvement Grant is to support schools and districts to implement the IEP Improvement Project including new forms and processes, which STGRSD will begin to use in fall of 2024.

The goal of the new form and processes is to improve outcomes for all students with disabilities by providing guidance, technical assistance, and tools on equitable processes to school and district professionals, families, and students so that all students with disabilities have meaningful access to the curriculum frameworks and life of the school. By following the new process, STGRSD will work to:

- Increase effective and efficient collaboration between general educators, special educators, related service providers, parents, and students.
- Support teachers to know how to respond to the needs of students with disabilities and use that knowledge to proactively work with students across the curriculum frameworks and the life of the school.
- Promote a high-functioning process for evaluation and ongoing assessment across environments.
- Develop student-centered IEPs driven by data and written to ensure that students will gain knowledge and skills to prepare themselves effectively for postsecondary opportunities, career training options, economically viable careers, and healthy, productive lives.
- Support families of students with disabilities to understand how their student learns and interacts with the life of the school, as well as what the individualized program and outcomes will be during the course of the school year.
- Promote student voice and engage students in their own IEP process.

STGRSD will utilize these funds to support implementation of the new IEP form and training of all special education staff. These activities will take place over the course of the 2023-24 school year (e.g., PD and SEPAC meetings) and continue into the 2024-25 to ensure teachers, service providers, families and students are able to take full advantage of the extensive work done by the IEP Improvement Project group.



## **SECTION G**

### **PERSONNEL**

<b>GBA</b>	<b>EQUAL EMPLOYMENT (MASC)</b>
<b>GBEA</b>	<b>STAFF ETHICS/CONFLICT OF INTEREST (MASC)</b>
<b>GBEB</b>	<b>STAFF CONDUCT (STG with MASC updates)</b>
<b>GBEBC</b>	<b>GIFTS TO AND SOLICITATIONS BY STAFF (MASC)</b>
<b>GBEBD</b>	<b>ONLINE FUNDRAISING AND SOLICITATIONS – CROWDFUNDING (STG with MASC updates)</b>
<b>GBEC</b>	<b>DRUG-FREE WORKPLACE (STG)</b>
<b>GBEC</b>	<b>DRUG-FREE WORKPLACE (MASC)</b>
<b>GBEC-E</b>	<b>EMPLOYEE CONVICTION/DISPOSITION REPORT (STG)</b>
<b>GBED</b>	<b>TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED (MASC)</b>
<b>GBGB</b>	<b>STAFF PERSONAL SECURITY AND SAFETY (MASC)</b>
<b>GBGE</b>	<b>DOMESTIC VIOLENCE LEAVE (MASC)</b>
<b>GBGF</b>	<b>FAMILY AND MEDICAL LEAVE (STG)</b>
<b>GBGF</b>	<b>FAMILY AND MEDICAL LEAVE (MASC)</b>
<b>*GBGF-E</b>	<b>FAMILY AND MEDICAL LEAVE (STG)</b>
<b>GBI</b>	<b>STAFF PARTICIPATION IN POLITICAL ACTIVITIES (MASC)</b>
<b>GBJ</b>	<b>PERSONNEL RECORDS (MASC)</b>
<b>GBK</b>	<b>STAFF COMPLAINTS AND GRIEVANCES (MASC)</b>
<b>GCA</b>	<b>PROFESSIONAL STAFF POSITIONS (MASC)</b>
<b>*GCA-E</b>	<b>ADMINISTRATIVE SEARCH AND INTERVIEWING (STG)</b>

<b>GCBA</b>	<b>PROFESSIONAL STAFF SALARY SCHEDULES (MASC)</b>
<b>GCBB</b>	<b>EMPLOYMENT OF PRINCIPALS (MASC)</b>
<b>GCBC</b>	<b>PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS (MASC)</b>
<b>*GCCBC</b>	<b>MASSACHUSETTS MATERNITY LEAVE (STG)</b>
<b>GCE</b>	<b>PROFESSIONAL STAFF RECRUITING/ POSTING OF VACANCIES (MASC)</b>
<b>GCF</b>	<b>PROFESSIONAL STAFF HIRING (MASC)</b>
<b>*GCFC</b>	<b>PROFESSIONAL STAFF CERTIFICATION (STG)</b>
<b>+GCG</b>	<b>SUBSTITUTE TEACHER EMPLOYMENT (STG)</b>
<b>GCG</b>	<b>SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT (MASC)</b>
<b>GCIA</b>	<b>PHILOSOPHY OF STAFF DEVELOPMENT (MASC)</b>
<b>GCJ</b>	<b>PROFESSIONAL TEACHER STATUS (MASC)</b>
<b>GCK</b>	<b>PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS (MASC)</b>
<b>GCL</b>	<b>PROFESSIONAL STAFF TIME SCHEDULES (STG)</b>
<b>*GCO</b>	<b>EVALUATION OF PROFESSIONAL STAFF (STG/MASC)</b>
<b>GCO-R</b>	<b>EVALUATION OF PROFESSIONAL STAFF (STG)</b>
<b>+GCO-R-1</b>	<b>EVALUATION OF PROFESSIONAL STAFF TEACHER (STG)</b>
<b>*GCO-R-2</b>	<b>EVALUATION OF TEACHERS AND ADMINISTRATORS (STG)</b>
<b>GCQA</b>	<b>REDUCTION IN PROFESSIONAL STAFF WORK FORCE (STG)</b>
<b>*+GCQD</b>	<b>RESIGNATION OF PROFESSIONAL STAFF MEMBERS (STG)</b>
<b>GCQE</b>	<b>RETIREMENT OF PROFESSIONAL STAFF MEMBERS (STG)</b>
<b>*+GCQF</b>	<b>SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS (STG/MASC)</b>
<b>*GCRD</b>	<b>TUTORING FOR PAY (STG)</b>
<b>GCRD</b>	<b>TUTORING FOR PAY (MASC)</b>

<b>+GDA</b>	<b>SUPPORT STAFF POSITIONS (STG/MASC)</b>
<b>GDB</b>	<b>SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS (STG)</b>
<b>GDB</b>	<b>SUPPORT STAFF CONTRACTS AND COMPENSATION PLANS (MASC)</b>
<b>GDBC</b>	<b>SUPPORT STAFF SUPPLEMENTARY PAY PLANS (STG)</b>
<b>GDBD</b>	<b>SUPPORT STAFF FRINGE BENEFITS (STG)</b>
<b>*GDC</b>	<b>SUPPORT STAFF LEAVES AND ABSENCES (STG)</b>
<b>*GDD</b>	<b>SUPPORT STAFF VACATIONS AND HOLIDAYS (STG)</b>
<b>GDD</b>	<b>SUPPORT STAFF VACATIONS AND HOLIDAYS (MASC)</b>
<b>+GDE</b>	<b>SUPPORT STAFF RECRUITING/POSTING OF VACANCIES (STG)</b>
<b>+GDF</b>	<b>SUPPORT STAFF HIRING (STG)</b>
<b>*GDI</b>	<b>SUPPORT STAFF PROBATION (STG)</b>
<b>+GDJ</b>	<b>SUPPORT STAFF ASSIGNMENTS AND TRANSFERS (STG)</b>
<b>+GDK</b>	<b>SUPPORT STAFF TIME SCHEDULES (STG)</b>
<b>*GDO</b>	<b>EVALUATION OF SUPPORT STAFF (STG)</b>
<b>GDO</b>	<b>EVALUATION OF SUPPORT STAFF (MASC)</b>
<b>*+GDP</b>	<b>SUPPORT STAFF PROMOTIONS (STG)</b>
<b>GDQC</b>	<b>RETIREMENT OF SUPPORT STAFF MEMBERS (STG)</b>
<b>GDQD</b>	<b>SUSPENSION AND DISMISSAL OF SUPPORT STAFF MEMBERS (STG)</b>

**Note:**

**\*-Policy contains third person singular pronoun (he/she, his/her, him/her) – consider replacing**

with third person plural (they, their, them)

+Policy contains “school system” – consider replacing with “school district”

File: GBA

### **EQUAL EMPLOYMENT OPPORTUNITY**

STGRSD does not have this policy and it is required by law.

The School Committee subscribes to the principle of the dignity of all people and of their labors. Any individual who is responsible for hiring and/or personnel supervision must understand that applicants are employed, assigned, and promoted without regard to their race\*, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law.

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.

\*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.

SOURCE: MASC - Updated 2022

LEGAL REF.: M.G.L. 151B:4;  
603 CMR 26:00  
Acts of 2022, Chapter 117 -  
<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

CROSS REF.: AC, Nondiscrimination

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

## **STAFF ETHICS / CONFLICT OF INTEREST**

STGRSD does not have this policy statement and it is required by law

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

No employee of the 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 their duties and responsibilities in the school district. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in outside employment 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 them.

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

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

SOURCE: MASC - Updated 2022

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

## STAFF CONDUCT

Other than the highlighted area below, MASC and STGRSD same

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

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

All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

1. Faithfulness and promptness in attendance at work.
2. Support and enforcement of policies of the Committee and their implementing procedures and school rules in regard to students.
3. Diligence in submitting required reports promptly at the times specified.
4. Care and protection of school property.
5. Concern for and attention to their own and the school district's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

LEGAL REFS.: M.G.L. 71:37H; 264:11; 264:14 (repealed)  
^tobacco ^inciting violence

*Note: The MASC Reference Manual does not include the highlighted text and legal references.*

Adopted: 1/7/20

SOURCE: Southwick-Tolland-Granville

## **GIFTS TO AND SOLICITATIONS BY STAFF**

STGRSD does not have and there is a legal basis for this.

### Gifts

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

In keeping with this policy, no employee of the school district will accept a gift worth \$50 or more that is given because of the employee's public position, or anything that the employee could do or has done in their public position. Gifts worth less than \$50 may be accepted, but a written disclosure to the employee's appointing authority must be made if the gift and the circumstances in which it was given could cause a reasonable person to think that the employee could be improperly influenced. The value of personal gifts accepted is aggregated over a calendar year (4 gifts of \$20 value is the same as 1 gift of \$80 if given in the same calendar year).

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

### Class Gifts

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

### Gifts for School Use

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

### Solicitations

In spirit, the School Committee supports the many worthwhile charitable drives that take place in the community and is gratified when school employees give them their support. However, the solicitation of funds from staff members through the use of school personnel and school time is prohibited by the

conflict of interest law. Therefore, no solicitations of funds for charitable purposes should be made among staff members. Staff members of course remain free to support charitable causes of their own selection.

SOURCE: MASC - Updated 2022

1 of 2

LEGAL REFS.: M.G.L. 268A:3; 268A:23  
930 CMR 5.00

CROSS REFS.: KHA, Public Solicitations in the Schools  
GBEBD, Online Fundraising and Solicitations – Crowdfunding  
KCD, Public Gifts to Schools

2 of 3



## Online Fundraising And Solicitations - Crowdfunding

Same as MASC other than the highlighted section at the end.

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

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

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

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

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

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

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

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

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

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

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

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

SOURCE: Southwick-Tolland-Granville

*Note: The MASC Reference Manual removes the highlighted reference to policy KCD in the text*

## DRUG-FREE WORKPLACE

Consider MASC's 2022 updates for clarity of statement and purpose.

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Southwick-Tolland-Granville Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug-free awareness program is established to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The Southwick-Tolland-Granville Regional School District's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. As a condition of continuing employment on a grant, employees will:
  - Abide by the terms of this policy; and
  - Notify the Southwick-Tolland-Granville Regional School District in writing of any criminal drug statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) no later than five (5) calendar days after such conviction.  
Eliminate
4. The Southwick-Tolland-Granville Regional School District will notify the agency granting funds to the Southwick-Tolland-Granville Regional School District, in writing, within ten (10) calendar days after receiving notice under sub-paragraph (3) from an employee or otherwise receiving actual notice of such conviction.
5. The Southwick-Tolland-Granville Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph(3), with respect to any employee who is convicted:
  - Taking appropriate personnel action against such an employee, up to and including termination;  
or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency.

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

Adopted 12/6/94

SOURCE: Southwick-Tolland-Granville

## 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.

SOURCE: MASC - Updated 2022

LEGAL REFS.: 41 USC 81

CROSS REFS.: IHAMB, Teaching about Drugs, Alcohol, and Tobacco  
[JCH](#), Drug and Alcohol Use by Students

File: GBEC-E

Eliminate - this should be covered int he statement provided to employees as part of the "requied statement"

**EMPLOYEE CONVICTION / DISPOSITION REPORT**

BY LAW, THIS REPORT MUST BE FILED WITH THE SUPERINTENDENT OF SCHOOLS NO LATER THAN FIVE (5) DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION) WHICH DOES NOT RESULT IN AN ACQUITTAL OF VIOLATING A CRIMINAL DRUG STATUTE ARISING FROM WORKPLACE CONDUCT. FAILURE TO SO REPORT TO THE SUPERINTENDENT WITHIN FIVE (5) DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

**EMPLOYEE NAME:** \_\_\_\_\_  
**SCHOOL:** \_\_\_\_\_  
**POSITION:** \_\_\_\_\_ **DATE HIRED:** \_\_\_\_\_

I hereby report that I was convicted of, or plead guilty to nolo contendere to, the following violation of a criminal drug statute arising from workplace conduct. (Describe violation, when and where it happened):

This conviction/disposition was entered in the following court at the date shown.

**COURT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**TODAY'S DATE:** \_\_\_\_\_

I understand that within thirty (30) days of today's date, the Southwick-Tolland-Granville Regional School District must either discipline me, including the possibility of terminating me, or refer me for participation in an authorized drug abuse assistance or rehabilitation program. If referred, and accepted by me, I must satisfactorily take part in the program to continue m employment in the Regional School District.

\_\_\_\_\_ **DISCIPLINARY ACTION**                  \_\_\_\_\_ **DRUG ABUSE ASSISTANCE REHABILITATION PROGRAM**

\_\_\_\_\_ **SIGNATURE** \_\_\_\_\_ **DATE**

Adopted 12/6/94

SOURCE: Southwick-Tolland-Granville

**TOBACCO USE ON SCHOOL PROPERTY BY STAFF MEMBERS PROHIBITED**

Suggest adopting for clarity and this complies with **NO SMOKING on school grounds law**

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

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

SOURCE: MASC - Reviewed 2022

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

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

Recommend adoption

## **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.

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

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

SOURCE: MASC - Updated 2022

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

CROSS REFS.: EB, Safety Program

## DOMESTIC VIOLENCE LEAVE POLICY

### This is a requirement of law - adopt.

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

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

Unless you want some specific language on weather the district shall pay this leave - you can leave it generic. It's something you would likely run through counsel each time - I would think.

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

Except in cases of imminent danger to the health or safety of an employee, advanced notice of domestic violence leave shall be required. If such imminent danger exists the employee shall notify the employer within 3 workdays that the leave was taken. The notification may be communicated to the employer by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior. If an unscheduled absence occurs, an employer shall not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the employee's last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation found in (1) to (7) below. An employer may require documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave is consistent with clauses (i) to (iii) as above referenced; provided, however, that an employer shall not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The documentation shall be provided to the employer within a reasonable period after the employer requests it.

An employee shall satisfy this documentation requirement by providing anyone of the following documents to the employer:



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

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

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

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

No employer shall coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided herein or to make leave requested or taken contingent upon whether or not the victim maintains contact with the alleged abuser. No employer shall discharge or in any other manner

discriminate against an employee for exercising the employee's rights under law. The taking of domestic violence leave shall not result in the loss of any employment benefit accrued prior to the date of such leave. Upon the employee's return from such leave, they shall be entitled to restoration to the employee's original job or to an equivalent position. Definitions of 'abuse', "abusive behavior", "domestic violence", "employees" and "family members" may be found in the laws referenced below.

SOURCE: MASC - Updated 2022

LEGAL REF.: M.G.L. 149:52E

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

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

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

## EMPLOYEE FAMILY AND MEDICAL LEAVE

**MASC's has some additional language in the second paragraph. Keep which works best for STGRSD**

The Southwick-Tolland-Granville Regional School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.:       P.L. 103-3, "Family and Medical Leave Act of 1993."  
                      P.L. 110-181, "National Defense Authorization Act"

Coded GCCC/GDCC in materials provided

Adopted: 10/20/09

SOURCE: Southwick-Tolland-Granville

## **FAMILY AND MEDICAL LEAVE**

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

SOURCE: MASC – Updated 2022

LEGAL REFS.: P.L. 103-3

These are yours. Suggest Jen and/or counsel review to be sure you want these to stay in policy manual. If these are “regulations”, Jen can keep them and update them as required by law or as necessary without going through the SC.

## 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; the birth or adoption of a child; for any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered service member with a serious injury or illness if the employee is the servicemember’s spouse, son, daughter, parent, or next of kin.
2. An employee is not entitled to leave without pay unless:
  - a. that employee has been employed for at least twelve (12) months by the School Committee\*  
**and**
  - b. that employee has worked at least 1250 hours in the previous 12 month period or has a salaried position of at least .5 F.T.E.s

\* While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee’s fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer’s intention to rehire the employee after the break in service.
3. Extent of leave:
  - a. An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered servicemember with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave as per contract, available paid vacation leave and personal leave before being entitled to take leave without pay.
4. Definitions:
  - a. "Child" means a son or daughter, whether biological adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.

- b. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.
- c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.
- d. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
- f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either
  - (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;
    - or**
    - (2) continuing treatment by a health care provider, which includes:
      - (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
        - a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); **or**
        - b. one (1) treatment by a health care provided (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); **or**
        - (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
        - (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; **or**
        - (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
        - (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g. "Spouse" means a husband or wife, as defined by state law.
- h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

## B. Types of Leave without Pay

- 1. Personal Medical Leave without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.
  - a. An employee must exhaust all available sick leave before taking leave without pay.

b. Medical Certification:

The Superintendent may require a medical certification from the employee's health care provider, stating—

- i. the date on which the health condition began,
- ii. the probable duration of the condition,
- iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
- iv. a statement that the employee is unable to perform the functions of his/her job.

(2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of the School Committee's designated health care provider concerning the information in b., above.

(3) The health care provider giving the second opinion may not be a person regularly employed by the School Committee.

(4) If the second opinion conflicts with the first, the School Committee may require, at the School Committee's expense, a third opinion. The third health care provider's opinion shall be final and binding on the School Committee and the employee.

(5) The Superintendent may require an employee on medical leave without pay to provide medical certifications at reasonable intervals.

c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—

(1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the school, subject to the approval of the employee's health care provider.

(2) shall give the employee's supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave without pay, except that if the date of treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.

d. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.

e. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

f. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.

g. Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the School Committee may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

2. Family Medical Leave without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

a. Medical Certification

- (1) The School Committee may require a medical certification from the health care provider for the spouse, child, or parent, as the case may be, stating –
  - i. the date on which the health condition began,
  - ii. the probable duration of the condition,
  - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
  - iv. that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.
- (2) If the School Committee has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense a second opinion. The employee must obtain the opinion of the School Committee's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
- (3) If the second opinion conflicts with the first, the School Committee may require, at the School Committee's expense, a third opinion. The third provider's opinion shall be final and binding on the School Committee and the employee.
- (4) The Superintendent may require an employee on medical leave without pay to provide medical certification at reasonable intervals.
  - b. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
    - (1) Shall make a reasonable effort to schedule the treatments so as not to disrupt unduly the operations of the school, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
    - (2) Shall give the employee's supervisor at least thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take family medical leave without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
  - c. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
  - d. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
  - e. the employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
3. Parental Leave without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
  - a. When the need for parental leave without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty days, the employee shall provide such notice as is practicable. Absent unusual



circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

- b. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Superintendent in writing.
4. **Qualifying Exigencies Leave Without Pay:** An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.
  - a. **Certification**
    - (1) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.
    - b. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.
    - c. Leave may be taken intermittently for a qualifying exigency.
5. **Care for Service Member Leave Without Pay:** An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12) month period to care for the servicemember.

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

a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.” (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember).

a. **Medical Certification**

- (1) Leave to care for a covered servicemember with a serious injury or illness must be supported by a certification completed by an authorized health care provider **or** by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember’s family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee’s direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.
- b. Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable, but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer’s usual and customary notice requirements.
- c. Leave may be taken intermittently whenever **medically necessary** to care for a covered servicemember with a serious injury or illness. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation.

C. Special Rules

1. Rules Applicable to Instructors in Periods Near the Conclusion of the Academic Term:

The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.

- a. If leave without pay begins more than five weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term, if--
  - (1) the leave is of at least three weeks duration, and
  - (2) the return to work would occur during the three-week period before the end of the academic term.
- b. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember without pay begins within five weeks before the end of an academic term, the principal, may require the employee to continue taking leave until the end' of that term, if--
  - (1) the leave is of at least two weeks duration, and
  - (2) the return to work would occur during the two-week period before the end of the academic term.

- c. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember without pay begins within three weeks before the end of an academic term the principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.
- d. The extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave.

2. Intermittent Leave and Reduced Leave Schedules:

- a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the employee to transfer temporarily to an available alternate position—
  - (1) which is offered by the Superintendent,
  - (2) for which the employee is qualified,
  - (3) which has equivalent pay and benefits, and
  - (4) which better accommodates recurring periods of leave than the regular employment position of the employee.
- b. If a teacher does not give the School Committee the required thirty (30) days notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.
- c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.

3. Benefits during Leave:

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

4. Employment and Benefits upon Return to Work:

- a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--
  - (1) to be restored to his or her former job, or
  - (2) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

- b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began, nor be counted against the employee under a “no fault” attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.
  - c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal status of probationary teachers or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.
5. Failure to Return from Leave: The Southwick-Tolland-Granville Regional School District may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--
- a. the employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and
  - b. the employee fails to return to work for a reason other than--
    - (1) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
    - (2) other circumstances beyond the control of the employee.
6. Prohibited Acts:
- a. No employee of the Southwick-Tolland-Granville Regional School District shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this title.
  - b. No employee of the Southwick-Tolland-Granville Regional School District shall discriminate against any individual for opposing any practice contrary to this policy.
  - c. No employee of the Southwick-Tolland-Granville Regional School District shall discriminate against any individual for:
    - (1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
    - (2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
    - (3) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

LEGAL REFS.: P.L. 103-3 "Family and Medical Leave Act of 1993"  
 29 U.S.C. S 2601 et seq.  
 Department of Labor Regulations, 29 C.P.R. Part 825  
 Va Code S 22.1-303.  
 P.L. 110-181, “National Defense Authorization Act”

Coded GCCC-E/GDCC-E in materials provided

Adopted: 10/20/09

SOURCE: Southwick-Tolland-Granville

### **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

You really should have this in policy. It is also reflective of Ethics law (which hasn't changed in a very long time)

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

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

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

SOURCE: MASC - Updated 2022

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

## PERSONNEL RECORDS

### Recommend adopting.

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

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, payroll 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 their 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 their written response in the file.
6. Lists of school district employees' names and home addresses will be released only to governmental agencies as required for official reports or by law.

SOURCE: MASC – Updated 2022

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

STGRSD does not have. This is a clear, organized, and legally appropriate policy to adopt.

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

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

Channels established will provide for the following:

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

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

SOURCE: MASC - Reviewed 2022

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

CONTRACT REFS.: All Contract Agreements

**NOTE: Grievance procedures established through negotiated agreements may be referred to, as in the policy above. Many school districts also cite specific article and section numbers with the contract references.**

## **PROFESSIONAL STAFF POSITIONS**

Since you have a GCA-E., I'm assuming yours and MASC's are the same here, eventhough there is no note. Remember, this is for new professional positions only, as it should be.

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

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

SOURCE: MASC – Updated 2022

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

A lot of this seems out of date. That's the reason most regulations are not in the policy manual. Admin can update as situations evolve.

## ADMINISTRATIVE SEARCH AND INTERVIEWING

### POSTING:

- A. Inside posting
- B. Newspapers

### I. Paper Search Committee:

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

### D. Procedure:

The seven member committee will review all applications and each committee member will select candidates for interview. These candidates will be submitted to the chairperson. The chairperson and the Paper Search Committee will review and evaluate all additional information.

- E. The Chairperson will list all candidates as submitted. The top candidates will be submitted to the Superintendent for an interview by the interviewing committee.

## II. INTERVIEWING COMMITTEE

### A. Composition:

- a. Two teachers elected by teachers whenever possible
- b. Two parents selected by a building administrator in consultation with parents' association
- c. Two school committee members
- d. One administrator selected by superintendent

B. The superintendent will serve as the chairperson of the Interviewing Team. The superintendent will be a non-voting member.

C. Interviews:

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

### III. SPED DIRECTOR

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

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

The Superintendent will be the chairperson.

*Coded GCA-1 in materials provided*

Adopted: 10/19/93

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

2 of 2

**PROFESSIONAL STAFF SALARY SCHEDULES**

Reasonable, accurate, and clear. STGRSD does not have.

Teachers

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

Principals and Administrators on Individual Contracts

Salaries will be reviewed annually prior to July 1. The School Committee, with the advice of the Superintendent, will establish levels of compensation for each position based on the circumstances, dynamics, and requirements of each position. It is the responsibility of the Superintendent to present evidence to the School Committee to support recommendations for salary increases.

SOURCE: MASC - Updated 2022

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

CROSS REF.: GCBB, Employment of Principals

CONTRACT REF.: Teachers' Agreement

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

## **EMPLOYMENT OF PRINCIPALS**

Clear, concise, accurate, and informative. recommending adopting.

Principals shall be employed by the School District under individual contracts of employment. Said contracts shall be submitted to the School Committee for their approval of all terms concerning compensation/benefits, prior to the presentation of a contract of employment to the Principal. The compensation/benefit levels, above referenced, may be exceeded only with the approval of the School Committee. this means you have a standard contract template - you might not see each and every new hire, because the standard approved template is not changed, i.e. fringes, etc remain equal.

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

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

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

SOURCE: MASC - Updated 2022

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

CROSS REF.: GCBA, Professional Staff Salary Schedules

## **PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS**

Up to you. Reasonable and clear. I would offer, though, that some of that SC approval might come through budget identification - rather than as a singular request, just FYI.

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 may be rewarded with extra compensation. *i.e. stipend, etc.*

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, they will be so notified in writing prior to the expiration of the contract. Upon termination of the assignment, the supplementary pay will cease.

SOURCE: MASC -Updated 2022

LEGAL REF.: Collective Bargaining Agreement

## MASSACHUSETTS MATERNITY LEAVE

**This really falls under FMLA - as reviewed earlier in this sections. Also, some of this is outdated.**

### **I. Administrative Policy**

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

### **II. Definitions**

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

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

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

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

### **III. Procedure**

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

### **IV. Effect of Benefits**

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



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

#### **V. Job Protection**

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

#### **VI. Paternity Leave**

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

Adopted: 5/21/13

SOURCE: Southwick-Tolland-Granville

**PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES**

Up to you. Posting language is also typically included in CBAs.

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

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

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current employee may apply for any position for which they have licensure and meet other stated requirements.

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

SOURCE: MASC - Updated 2022

LEGAL REFS.: Collective Bargaining Agreements

## PROFESSIONAL STAFF HIRING

This is a good statement and covers all professional hiring.

Through its employment policies, the District will strive to attract, secure, and hold the highest qualified personnel for all professional positions. It is the responsibility of the Superintendent, and of persons to whom they delegate this responsibility, to determine the personnel needs of the school district and to locate suitable candidates. No position may be created without the approval of the School Committee. The District's goal is to employ and retain personnel who are motivated, will strive always to do their best, and are committed to providing the best educational environment for the children

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

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

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

\*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.

SOURCE: MASC - Updated 2022

LEGAL REFS.: M.G.L. 69:6; 71:38; 71:38G; 71:39; 71:45  
603 CMR 7:00, 26.00, and 44:00

Acts of 2022, Chapter 117 -  
<https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117>

**NOTE: School Committees may determine the size and composition of the screening committee.**

## **PROFESSIONAL STAFF CERTIFICATION**

**This is yours. It is accurate. If it works and it's what you do, keep it.**

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

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

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

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

Adopted: 12/10/10

SOURCE: Southwick-Tolland-Granville

## SUBSTITUTE TEACHER EMPLOYMENT

This is yours. If it is accurate and it's what you do, keep it.

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

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

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

**LONG TERM SUBSTITUTE:** The long term substitute teacher is any person assigned to fill a temporary vacancy anticipated to be more than twenty (20) consecutive school days and serves continuously in the same assignment. One (1) occurrence of sick or emergency absence should not be considered a break in service unless it lasts for three (3) or more consecutive days.

Compensation shall be at the daily substitute rate for the first twenty (20) consecutive work days. Beginning with the twenty-first (21<sup>st</sup>) consecutive work day, compensation shall be at sixty percent (60%) of the current B1 rate established in the teachers' contract, retroactive to the first (1<sup>st</sup>) day of the assignment. Beginning with the ninety-first (91<sup>st</sup>) day, compensation shall be at the current B1 rate established in the teachers' contract.

Employee benefits (e.g. health insurance, dental insurance, life insurance, and paid time off) will be available to long term substitutes after the required amount of service as listed below. Accrued paid time off is not to be carried over for use in subsequent assignments.

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

BENEFITS

DESCRIPTION

Sick Days	One (1) day per month – beginning after the first full month of service, to be credited at the end of each month.
Personal Day	One (1) day on the ninety-first (91 <sup>st</sup> ) consecutive day of service.
Bereavement	Up to five (5) days for the death of a spouse, child or parent. Up to three (3) days for the death of a substitute’s grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other person living in the employee’s residence. These days would be deducted from the substitute’s available sick days.
Medical Benefits	Substitutes working twenty (20) hours or more per week are eligible for medical and/or dental benefits after three (3) consecutive months of service.

Adopted: 2/5/08  
Revised: 12/15/20

SOURCE: Southwick-Tolland-Granville

File: GCG

## **SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT**

MASC's is more of a high-level overview.

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

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

SOURCE: MASC – Updated 2022



## **PHILOSOPHY OF STAFF DEVELOPMENT**

Consider this if it works for you. It's a value statement with regard to opportunities for staff growth.

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

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

1. Planned in-service programs and workshops offered within the school district from time to time; these may include participation by outside consultants.
2. Membership on curriculum development committees drawing personnel from within and without the school district.
3. Released time for visits to other classrooms and schools and for attendance at conferences, workshops, and other professional meetings.

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.

SOURCE: MASC – Updated 2022

## PROFESSIONAL TEACHER STATUS

**You do not have this. It is accurate and reflects current law.**

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

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

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

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

SOURCE: MASC - Updated 2022

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

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

## **PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS**

Another good value statement for policy. CBAs do also typically have language governing transfer/assignments.

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

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

Care will be exercised by the Superintendent to assure that all schools are staffed with highly qualified 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 licensure and the policies delineated above.

SOURCE: MASC – Updated 2022

CONTRACT REF.: Teachers' Agreement

This is yours from 2007. Is it accurate? do you need it? is this also typically covered in contracts and employment agreements/

**PROFESSIONAL STAFF TIME SCHEDULES**

Administrators

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

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

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

Teachers

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

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

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

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

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

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

LEGAL REF.: M.G.L. 71:80  
CONTRACT REF.: Teachers' Contract

Adopted: 3/9/06      Revised: 3/20/07      SOURCE: Southwick-Tolland-Granville

This is yours from 2005. Is it still accurate?

## EVALUATION OF PROFESSIONAL STAFF

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

The evaluation process will include:

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

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

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

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville/MASC

Also yours from 2005 - Keep it or???

## EVALUATION OF PROFESSIONAL STAFF

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

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

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

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

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

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

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

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

## EVALUATION OF PROFESSIONAL STAFF TEACHER

Yours from 2005 - ??

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

1. Evaluations may be initiated by the superintendent, the assistant superintendents, principals, assistant principals, and department heads or coordinators. These personnel will have the privilege of observing a teacher at any time.
2. The evaluation instruments will be the Teacher Evaluation Criteria booklet and the Evaluation Work sheet. Each staff member will be provided with a copy of these materials. The work sheet will be used by the evaluator who will provide the teacher with a copy.
3. Teachers will be evaluated through classroom observation during a school year.
4. Conferences will be arranged by the evaluator following each classroom observation. The work sheets will be reviewed and discussed at this time. Teachers may file written comments with the summary of each conference.
5. It is the teacher's responsibility to request assistance; the evaluator's responsibility to give assistance. A program designed to bring about needed improvement should be developed by the teacher and the evaluator.
6. The evaluation process will be subject to periodic revision.

The substance of the teacher's evaluation will be based on the basic function of the teacher as it is understood by the school committee. Specifically, the teacher must institute and direct learning activities compatible with the philosophy of the school system. These learning activities should lead to the acquisition of knowledge and promote the maximum development of desirable behavior, skills, habits, attitudes, appreciation, beliefs, and standards. Therefore, teachers will be appraised in terms of the following characteristics, qualities, and demonstrated skills:

1. Extent and currency of knowledge and understanding of subject matter, the learning process, and general education.
2. Development and use of effective techniques for motivation and instruction.
3. Daily preparations as evidenced in thorough planning and preparation.
4. Quality of student-teacher relationships.
5. Classroom management.

1 of 2

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

LEGAL REFS.:        Collective Bargaining Agreement

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

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville



Again, yours from 2005 ???

## EVALUATION OF TEACHERS AND ADMINISTRATORS

### Authority, Scope and Purpose:

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

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

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

### Definitions

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

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

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

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

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

**Superintendent:** shall mean the person employed by the school committee pursuant to M.G.L. c. 71, & 59, or &59A. The superintendent is responsible for the implementation of 603 CMR 35:00 S/he

shall be evaluated by the school committee pursuant to 603 CMR 35.00 and such other standards that may be established by the school committee.

Teacher: shall mean any person employed in a school district in a position requiring a certificate as described in 603 CMR 7.10 (I) through (33), and 603 CMR 7.10 (39) through (42) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00 et seq.

#### Principles of Evaluation

- (1) The performance standards shall be measurable.
- (2) The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
- (3) The performance standards shall be shared with the person being evaluated in advance of the evaluation process.
- (4) The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated.
- (5) The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws.
- (6) The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator.
- (7) The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.

#### Performance Standards for Teachers and Administrators

- (1) School committees shall establish performance standards for teachers upon the recommendation of the superintendent and in accordance with the process described in M.G.L. c. 71 & 38, including conducting a public hearing and engaging in collective bargaining and, if necessary, binding interest arbitration. All performance standards established for teachers shall be consistent with and meet the Principles of Effective Teaching adopted by the Board of Education.
- (2) School committees shall establish performance standards for the evaluation of all administrators upon the recommendation of the superintendent. Performance standards for those administrators who are subject to collective bargaining shall be developed in accordance with M.G.L. c. 150E. All performance standards established for administrators shall be consistent with and meet the Principles of Effective Administrative Leadership adopted by the Board of Education.
- (3) School committees are encouraged to establish programs and standards which provide for a rigorous and comprehensive evaluation process for teachers and administrators. The evaluation process may include the extent to which students assigned to teachers and administrators satisfy student

academic standards or individual education plans, and the successful implementation of professional development plans, as provided in M.G.L. c. 69 &1B and c.71, &38.

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

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

File: GCQA  
Yours from 2005. ??

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

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

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

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

All certified personnel terminated for purposes of reduction in force may be considered for reemployment as vacancies occur in positions for which they are qualified. Opportunity for re-employment will be extended for two years to personnel in the reverse order of the termination order above. If recall is refused, the staff member's name will be dropped from the list.

The district will follow all of the requirements of the law in terminating teachers in order to reduce staff.

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

CONTRACT REF.: Collective Bargaining Agreements

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

**RESIGNATION OF PROFESSIONAL STAFF MEMBERS**

Yours from 2005. Necessary?

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.

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

**RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

Yours from 2005. Necessary?

The superintendent will inform the committee of the professional staff members who have indicated their intentions to retire at the end of the current school year. No further school committee action is necessary unless approval is needed for the payment of or participation in continued local benefits.

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

CONTRACT REF.: Teachers Contract

Adopted: 3/9/05

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

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

Yours from 2005/2007/ Is this necessary in policy?

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

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

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

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

CONTRACT REF: Teachers' Contract

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville/MASC

## **TUTORING FOR PAY**

*Yours from 2005. Consider MASC's mor though policy model.*

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: 3/9/05

SOURCE: Southwick-Tolland-Granville



## TUTORING FOR PAY

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

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

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

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

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

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

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

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

SOURCE: MASC - Reviewed 2022

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

## **SUPPORT STAFF POSITIONS**

MASC combines GDA and GDB into one policy GDBG. Your GDA and GDB are from 2005. Consider accuracy and updates and select which works best for you. I'd suggest MASC's for clarity, consistency and relevance.

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.

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville/MASC

## **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.

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

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

CONTRACT REFS.: All Contracts

Adopted: 3/9/05

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

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

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

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

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

### Overtime

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

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

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

SOURCE: MASC – Updated 2022

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

CONTRACT REFS.: All Contracts

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

**SUPPORT STAFF SUPPLEMENTARY PAY PLANS**

*Yours from 2005. Covered in GDBG above.*

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

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

## **SUPPORT STAFF FRINGE BENEFITS**

**Yours from 2005. Fringes typically are described in contracts.**

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  
CDB, Support Staff Contracts and Compensation Plans

CONTRACT REF.: All support staff contracts

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

## **SUPPORT STAFF LEAVES AND ABSENCES**

*Yours from 2005/2007. FMLA covers most leaves.*

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

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

## **SUPPORT STAFF VACATIONS AND HOLIDAYS**

**Yours from 2005. Have a look at MASC's version for consideration.**

### 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.

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

CONTRACT REF.: All support staff contracts

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville



## SUPPORT STAFF VACATIONS AND HOLIDAYS

### Holidays

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

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

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

### Vacations

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

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

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

SOURCE: MASC – Reviewed 2022

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

CONTRACT REFS. All support staff contracts

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

Is this necessary for support staff? Typically admin would follow the same process for recruiting as outlined in professional staff recruiting reviewed previously and/or as required by contract.

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

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

All support staff vacancies will be made known to all support staff personnel.

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

**SUPPORT STAFF HIRING**

Agree with all of this,, but is it necessary in policy?

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

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

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

Adopted: 3/9/05

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

## **SUPPORT STAFF PROBATION**

*Yours from 2005/2007. Is this necessary?*

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

CONTRACT REF: All Staff Contracts

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

**SUPPORT STAFF ASSIGNMENTS AND TRANSFERS**

yours from 2005. Is this necessary in policy?

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 Contracts

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

## **SUPPORT STAFF TIME SCHEDULES**

*Yours from 2005/2007. Is this necessary in policy?*

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.

CONTRACT REF: All Support Staff Contracts

Adopted: 3/9/05

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

### **EVALUATION OF SUPPORT STAFF**

This is yours from 2005. Is this accurate today? Have a look at MASC's model policy below for up to date language.

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

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

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

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

CONTRACT REF.: All support staff agreements

Adopted: 3/9/05

SOURCE: Southwick-Tolland-Granville

## EVALUATION OF SUPPORT STAFF

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

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

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

SOURCE: MASC - Reviewed 2022

CONTRACT REFS.: All support staff agreements

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



### **SUPPORT STAFF PROMOTIONS**

this is yours from 2005. I would recommend deleting. District admin would be best equipped to know how to incentivize deserving staff.

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the school system, provided their qualifications (proven and potential ability, training, experience, and personal characteristics) are equal to those of other applicants. However, the best qualified person from among all who apply within and without the school system will be selected.

The performance of an employee promoted to a higher position will be reviewed during the probationary period in the new job. The employee will discuss the reviews with his/her supervisor or principal and will receive a copy of each. At the completion of the appraisal period, the employee will be notified of continued employment in his new position or reinstatement in his/her former one.

CONTRACT REF: All Support Staff Contracts

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

**RETIREMENT OF SUPPORT STAFF MEMBERS**

Yours from 05/07. not necessary as policy.

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

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

LEGAL REFS.:       Age Discrimination in Employment Law, P.L. 95-256  
                      M.G.L. 71:16F

Adopted: 3/9/05  
Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

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

Yours from 05/07. Not necessary as policy. Law covers and legal counsel would be engaged in such cases.

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

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

CONTRACT REF: All Support Staff Contracts

Adopted: 3/9/05

Revised: 3/20/07

SOURCE: Southwick-Tolland-Granville

**SECTION H**  
**NEGOTIATIONS**

- HA**            **NEGOTIATIONS GOALS (STG)**
- HA**            **NEGOTIATIONS GOALS (MASC)**
- HB**            **NEGOTIATIONS LEGAL STATUS (STG)**
- HB**            **NEGOTIATIONS LEGAL STATUS (MASC)**
- \*HF**           **SCHOOL COMMITTEE NEGOTIATING AGENTS (STG)**
- HF**            **SCHOOL COMMITTEE NEGOTIATING AGENTS (MASC)**

**Note:**

**\*-Policy contains third person singular pronoun (he/she, his/her, him/her) – consider replacing with third person plural (they, their, them)**

## NEGOTIATIONS GOALS

Same as MASC's

The school committee recognizes that education is a public trust; it therefore is dedicated to providing the best possible educational opportunities for the young people of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

The school committee believes that the best interests of public education will be served by establishing procedures that provide an orderly method for the school committee and representatives of the staff to discuss matters of common concern.

It is further recognized that nothing in negotiations will compromise the school committee's legal responsibilities nor will any employee's statutory rights and privileges be impaired.

LEGAL REF.: M.G.L. 150E

Adopted: 5/3/05

SOURCE: Southwick-Tolland-Granville

## **NEGOTIATIONS GOALS**

The School Committee recognizes that education is a public trust; it therefore is dedicated to providing the best possible educational opportunities for the students of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

The School Committee believes that the best interests of public education will be served by establishing procedures that provide an orderly method for the School Committee, or its representatives, and representatives of the staff to discuss matters of common concern.

It is further recognized that nothing in negotiations will compromise the School Committee's legal responsibilities, nor will any employee's statutory rights and privileges be impaired.

LEGAL REF:           M.G.L. 150E

SOURCE: MASC – Updated 2022

## NEGOTIATIONS LEGAL STATUS

Same except MASC's version condenses this recitation of law.

All negotiations between the school committee and recognized employee groups are conducted subject to Chapter 150E of the Massachusetts General Laws. The legal status of negotiations is defined in part by Section 2 of that chapter, as follows:

Employees shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all of such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in section twelve.

Basic to all employer/employee negotiations is the concept of "bargaining in good faith." It is the legal responsibility of both the school committee and employee organizations to bargain in good faith as they conduct negotiations. However, such obligation does not compel either party to agree to a proposal or make a concession.

LEGAL REF.: M.G.L. 150E:1 et seq.

Adopted: 5/3/05

SOURCE: Southwick-Tolland-Granville

## NEGOTIATIONS LEGAL STATUS

All negotiations between the School Committee and recognized employee groups are conducted subject to Massachusetts General Laws. The legal status of negotiations is defined in part by Section 1 of that chapter, as follows:

“In the case of school employees, the municipal employer shall be represented by the school committee or its designated representative or representatives.”

Basic to all employer/employee negotiations is the concept of "bargaining in good faith." It is the legal responsibility of both the School Committee and employee organizations to bargain in good faith as they conduct negotiations. However, such obligation does not compel either party to agree to a proposal or make a concession.

SOURCE: MASC - Updated 2022

LEGAL REF.: M.G.L. 150E:1 et seq.



## SCHOOL COMMITTEE NEGOTIATING AGENTS

Same as MASC's except highlighted areas.

The school committee is responsible for negotiations with recognized employee bargaining units. However, because of the expertise and time required for negotiations, the committee may hire a negotiator to bargain in good faith with recognized bargaining units to help assure that mutually satisfactory agreements on wages, hours, and other terms and conditions of employment will be developed.

The school committee will appoint the negotiator and the fee or salary for his services will be established in accordance with the law at the time of appointment.

The duties of the negotiator will be as follows:

1. To negotiate in good faith with recognized bargaining units to arrive at a mutually satisfactory agreement on wages, hours, and working conditions of employees represented by the units.
  - a. The negotiator may recommend members of the administration to serve on the negotiation team. They will not be members of any unit that negotiates with the committee, and their participation in negotiations must be recommended by the superintendent and approved by the committee.
  - b. He will direct accumulation of necessary data needed for negotiations, such as comparative information.
  - c. He will follow guidelines set forth by the committee as to acceptable agreements and will report on the progress of negotiations.
  - d. He will make recommendations to the committee as to acceptable agreements.
2. The negotiator will interpret the signed negotiated contracts to administrators and may be called upon to offer advice on various aspects of contract administration during the terms of the contracts with employee organizations.

Established by law

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

Adopted: 5/3/05

SOURCE: Southwick-Tolland-Granville

## **SCHOOL COMMITTEE NEGOTIATING AGENTS**

The School Committee is responsible for negotiations with recognized employee bargaining units. However, because of the expertise and time required for negotiations, the Committee may hire a negotiator to bargain in good faith with recognized bargaining units to help assure that mutually satisfactory agreements on wages, hours, and other terms and conditions of employment will be developed.

The School Committee will appoint the negotiator and the fee or salary for their services will be established in accordance with the law at the time of appointment.

The duties of the negotiator will be as follows:

1. To negotiate in good faith with recognized bargaining units to arrive at a mutually satisfactory agreement on wages, hours, working conditions of employees, and all other mandated subjects of bargaining, represented by the units.
  - a. The negotiator may recommend members of the administration to serve on the negotiation team. They will not be members of any unit that negotiates with the Committee, and their participation in negotiations must be recommended by the Superintendent and approved by the Committee.
  - b. They will direct accumulation of necessary data needed for negotiations, such as comparative information.
  - c. They will follow guidelines set forth by the Committee as to acceptable agreements and will regularly report on the progress of negotiations in a properly posted executive session.
  - d. They will make recommendations to the Committee as to acceptable agreements.
2. The negotiator will interpret the signed negotiated contracts to administrators and may be called upon to offer advice on various aspects of contract administration during the terms of the contracts with employee organizations.

SOURCE: MASC – Updated 2022

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